

General terms and conditions for opening and using registered financial securities account for Air Liquide Shareholders

PREAMBLE

Uptevia has been appointed by Air Liquide, on its behalf and for its account, to maintain its register of financial securities, whether or not admitted to trading on a regulated market, in registered form and issued by Air Liquide. This mandate includes opening and holding accounts for pure registered financial securities and may cover all or part of the registered securities comprising the issue, held, for example, as part of an employee shareholding scheme.

This agreement (hereinafter referred to as “the Agreement”) is entered into between the Holder(s) of the pure registered financial securities account (hereinafter referred to as “the Holder(s)”) and Uptevia (hereinafter referred to separately as a “Party” and together as “the Parties”). The purpose of the Agreement is to define the principles governing the opening and operation of the pure registered financial securities account (hereinafter the “Securities Account”), as well as the respective rights and obligations of each Party, pursuant to the laws and regulations in force and in particular those provided for by the French financial market authority (hereinafter the “AMF”) in its General Regulations.

In addition, in its capacity as an Investment Services Provider (hereinafter referred to as “ISP”), Uptevia is authorised to provide the Holder(s) with custody account management services as well as receiving and transmitting stock exchange orders.

As the Agreement is subject to the existence of a mandate between Air Liquide and Uptevia, termination of this mandate will necessarily result in termination of the Agreement and transfer of the Securities Account information and pure registered financial securities to Air Liquide or its new agent.

This Agreement is thus composed of two parts:

- These Terms and Conditions, and
- Special Conditions applicable to the Securities Account.

Please note that certain provisions of these Terms and Conditions apply only to issuing companies admitted to trading on a regulated market.

1 CONDITIONS FOR OPENING A SECURITIES ACCOUNT

1.1 General

The Securities Account may be opened in the name of the Holder(s), natural person(s) or a legal entity. If there are several Holders, references made to the Holder in this Agreement automatically refer to the co-Holders (hereinafter the “Co-Holders”).

With regard to the applicable regulations, the Holders have been classified by Uptevia in the category of “Non-professional Holders”, which offers them the highest level of protection provided by the AMF. The Holder may request a change in the categorisation and degree of protection by simple written request made to Uptevia.

The Securities Account may be a simple account, an undivided account, a split account (usufruct and bare ownership) or a joint account. Under certain conditions, the Securities Account may also be opened in the name of a minor under legal age or an adult under guardianship. The nature of the Securities Account is specified in the account opening application.

Written or oral communications between the Holder and Uptevia are conducted in French or English.

1.2 Supporting documents to be provided by the Holder

The opening of the Securities Account is subject to the Holder providing proof of his or her title, identity, date and place of birth, home address if a natural person(s), or the registered office address if a legal entity. To this end, the Holder undertakes to provide all the supporting documents requested and listed in the Special Conditions.

They should be sent to the following postal address:

Air Liquide
Direction du Service Actionnaires
TSA 91948
62978 Arras Cedex 9

They can also be sent via Air Liquide’s Shareholder website:
<https://action.airliquide.com/>

If there are several Holders, each Co-Holder must provide such supporting documents, together with supporting documents attesting to each Holder’s share.

Uptevia reserves the right to ask the Holder for any other supporting information prior to opening the Securities Account.

Upon receipt of the required supporting documents, the documents will be reviewed by Uptevia to verify their validity before any actual opening of the account. In the event of a missing or incomplete document, the account will not be opened and your file will be returned to you by post in its entirety. Any incomplete application sent via the Shareholder Portal will also be rejected. An account will be opened only when complete opening agreements are received.

In addition, Uptevia reserves the right not to proceed with the opening of an account, for reasons of internal prudential policy or compliance with legal or regulatory requirements.

2 OPERATING THE SECURITIES ACCOUNT

2.1 General

The Securities Account operates on the instructions of the Holder or the person authorised to represent him/her.

The Holder may be a natural person or a legal entity, represented in this case by his/her legal representative or any other authorised person, who has been provided with the powers to act in this regard.

The Holder undertakes to inform Uptevia, as soon as possible of any change, any modification of the information provided at the time of opening the account and in particular any change in civil status, capacity, or address (tax, postal or electronic).

Consequently, Uptevia cannot be held liable for any damages resulting from erroneous, inaccurate or late instructions.

2.2 Power of attorney

The Holder of the Securities Account may, by proxy, authorise a person to operate the Securities Account. This power of attorney

takes effect from the date of its receipt by Uptevia and subject to proof by the proxy of its signature and identity. Actions initiated by the proxy appointed by the Holder are binding on the latter as if he/she had itself carried them out. The Holder is therefore prohibited from contesting any transaction carried out on the initiative of its proxy.

The Holder may terminate the power of attorney at any time by sending a letter of revocation (postal address on the first page). The proxy, for his/her part, may terminate his power of attorney at any time. The death or incapacity of the Holder or his/her proxy also terminates the power of attorney.

Any change in the identity of the proxy and/or his or her powers in terms of their scope, duration or conditions requires the Holder to update the power of attorney.

2.3 Securities Account Restrictions

The financial securities registered in the Securities Account may be unavailable or subject to a judicial security. In the event of seizure, Uptevia is required to block the entire balance of the Securities Account, subject to the applicable legal and regulatory provisions.

3 SPECIAL PROVISIONS APPLICABLE TO SECURITIES ACCOUNTS OPENED IN THE NAME OF SEVERAL HOLDERS

3.1 Joint Securities Account

The opening of a Joint Securities Account makes the Co-Holders jointly and severally liable with each other. Each may operate the Securities Account without the other's involvement, using their own signature, and may perform any administrative act or disposal of the financial securities registered therein (purchases, sales, subscriptions, receipt of dividends, etc.).

The Co-Holders are jointly and severally liable to Uptevia for all contractual commitments in connection with the operation of the Joint Securities Account.

The pecuniary rights attached to the financial securities acquired under the Joint Securities Account may be exercised by either of the Co-Holders. It is the Co-Holders' responsibility to communicate the contact details of a joint cash account.

Non-pecuniary rights attached to financial securities (right to participate in and vote at General Meetings, etc.) are exercised by either of the Co-Holders.

For joint securities accounts, a single letter is sent under the heading "Holder 1 or Holder 2" when the address of the holders is identical. Otherwise, each Holder receives a letter. It is specified that the Co-Holders must jointly agree on the common response to be given to Uptevia for any letter requiring a response from them.

Each of the Co-Holders may terminate the Joint Securities Account by sending a written request by post to Uptevia. The Securities Account will then be transformed into an Undivided Securities Account and will operate under the terms and conditions provided for in 3.2.

3.2 Undivided Securities Account

The Undivided Securities Account operates under the joint signatures of all the Co-Holders of the Securities Account or that of their proxy.

The Co-Holders are jointly and severally liable to Uptevia for all commitments entered into in connection with the operation of the Undivided Securities Account.

The pecuniary rights attached to the financial securities acquired under undivided ownership will be paid, either to each of the Co-Holders, up to the amount of his or her share if this information has been communicated to Uptevia, or to a cash account opened in the

name of the undivided ownership or in the name of the appointed proxy. Without communication of the share of each Co-Holder or the details of a bank account opened in the name of the undivided ownership, Uptevia will pay the income to the first-named Co-Holder under the undivided ownership. In this case, Uptevia cannot be held liable by the Co-Holders for the resulting financial, civil or tax consequences.

Unless otherwise stipulated, non-pecuniary rights are exercised by the first-named Co-Holder under the undivided ownership, who then acts as the proxy of the joint ownership.

3.3 Split Securities Account

When financial securities are the subject of a conventional, legal or judicial ownership split, between:

- on the one hand, the usufruct holder(s)
- on the other hand, the bare owner(s)

the following general provisions apply:

- income from financial securities (interest and/or dividends) is paid to the usufruct holder(s)
- the capital (sale, redemption or amortisation) of the financial securities is paid to the bare owner(s) (except in the case of a duly justified quasi-usufruct).

A split account is a collective account that requires the signature of all Co-Holders on the account opening application.

In accordance with the French Commercial Code, voting rights attached to the shares registered in the Split Securities Account will be exercised by the usufruct holder for Ordinary General Meetings, and by the bare owner for Extraordinary General Meetings. However, Air Liquide's articles of association may derogate from this rule, which is not mandatory.

4 SPECIAL PROVISIONS FOR SECURITIES ACCOUNTS OPENED IN THE NAME OF AN ADULT UNDER GUARDIANSHIP OR A MINOR UNDER LEGAL AGE

4.1 Adults under guardianship

In the event of the incapacity of the Securities Holder and in accordance with the applicable representation regime (guardianship, family authorisation, trusteeship, safeguard, etc.), the Holder or their legal representative shall inform Uptevia and provide it with a copy of the decision of the guardianship judge substantiating the representation regime which will determine the operating procedures for the Securities Account.

4.2 Minors under legal age

In the presence of two parents, the Securities Account opened in the name of a minor operates under the signature of one of the two parents for administrative acts and under the joint signature of both parents for disposals.

A designated representative, other than the minor's parents, may be appointed by both parents to access the Securities Account and carry out all transactions

The parent exercising sole legal administration may perform administrative acts alone. For disposals, reference should be made to the legal provisions listing the actions subject to the authorisation of the guardianship judge.

In all cases, the legal representative is responsible for the proper functioning of the Securities Account opened in the name of the adult under guardianship/minor under legal age, and Uptevia cannot be held responsible for any consequences that may result from the transactions carried out.

The legal representative accepts responsibility for transactions carried out under the Agreement and declares that he/she will vouch for and guarantee the ratification by the minor upon reaching legal age, of transactions carried out on his/her Securities Account while he/she was a minor.

5 INTERMEDIATION

The natural person or legal entity acting as a registered intermediary within the meaning of the French Commercial Code is subject to legislative and regulatory obligations and must, in particular, declare his/her status as an intermediary holding securities on behalf of others when opening the Securities Account by ticking the box provided for this purpose in the Special Conditions. In addition, the registered intermediary must disclose at the request of Air Liquide, or its agent, the identity of the beneficial owners of the pure registered financial securities it represents within the required deadlines.

6 HOLDING THE SECURITIES ACCOUNT

6.1 General

Pursuant to the applicable legal, regulatory and contractual provisions, Uptevia holds the financial securities of the Holder and complies with his/her instructions. Uptevia has a duty to retain and return the financial securities deposited in the Securities Account, at the simple request of the Holder or his/her representative, except where unavailable due to legal, judicial or contractual cases (contractual or judicial pledging, contractual blocking, etc.).

Uptevia is prohibited from interfering in the management of financial securities held under the Agreement. Uptevia undertakes to comply with the market rules relating to the security of financial securities and in particular those defined by the AMF General Regulations. Please note that, in accordance with regulations, the Securities Account must not have a debit balance.

6.2 Securities transactions

Uptevia provides day-to-day administration, in particular the payment of dividends or interest, and the allocation of free shares. However, disposals arising from the exercise of rights, particularly with regard to capital increases, the payment of dividends in shares or any other securities transactions requiring an instruction, are carried out on the instructions of the Holder or his/her authorised representative subject to the rules applicable to financial securities registered in an Undivided, Joint or Split Securities Account.

Subject to having been informed by Air Liquide, Uptevia informs the Holder or his/her authorised representative in advance of transactions relating to the financial securities registered in the Securities Account and requiring the Holder's response, either by post, or in electronic format.

The response must be sent to Uptevia within the deadlines set exclusively in the response form (paper or electronic) and include the necessary payment, where applicable. If the response does not include the payment required for the instruction to be fully and validly recorded, it will not be recorded or taken into account by Uptevia.

It is specified that Uptevia does not send any reminders to the Holder or the person authorised to represent him/her if he/she has not responded. The Holder or the person authorised to represent the Holder is required to provide Uptevia with its instructions pursuant to the terms of the securities transaction confirm sent to it by the latter. Subject to the provisions of the transaction confirm, Uptevia will not carry out any default processing on behalf of the Holder in the event of a lack of response or in the event of a late or incomplete response. In any event, if Uptevia is notified late of a transaction involving financial securities, it cannot be held liable if the Holder is unable to exercise his/her rights to the transaction within the required

deadlines. In addition, Uptevia cannot be held liable for a failure or interruption of postal services in connection with the transactions referred to in this article.

6.3 General Meetings

Air Liquide has mandated Uptevia to centralise its General Meetings. Uptevia sends registered shareholders of Air Liquide their notice of meeting, a postal or proxy voting form, as well as all the required legal documents. These documents are sent by post or made available in electronic format under the conditions provided for by Air Liquide and if the Holder has expressly consented to this.

7 RECEIVING AND TRANSMITTING ORDERS ON THE STOCK EXCHANGE

Air Liquide, which is authorised by the regulations in force to receive and transmit stock exchange orders (hereinafter "RTO") from its registered shareholders, also wished, where applicable, to delegate this role to Uptevia, which is authorised to do so.

Air Liquide has therefore appointed, where applicable, Uptevia to receive and transmit stock exchange orders, in its name, for execution to an authorised trader (purchase and/or sale) relating to the financial securities registered or to be registered in the Holder's Securities Account.

It is recalled that in order to access this service, the Holder must return the duly completed and signed Securities Account opening agreement contained in the Special Conditions, together with the requested supporting documents. No orders will be taken into account if these formalities have not been previously completed.

Uptevia is not required to assess the appropriateness of the orders sent to it by the Holder or, where applicable, by the person authorised to represent him/her. This is the exclusive responsibility of the Holder.

The Holder undertakes to comply with the regulations applicable to the transactions he/she initiates and with the rules and procedures in force for the various transmission channels and in particular the authentication procedure.

Acceptance of these rules results from the mere use of these services.

Uptevia warns the Holder of the risk of price fluctuations that the execution of a large size order could entail depending on the liquidity of the market in question. The Holder is aware of the rapid and random fluctuations that may occur in the financial markets and declares that he/she accepted the risk associated with such fluctuations and is solely responsible for the transactions it initiates in the financial markets.

Financial securities are quoted on Euronext Paris opening days from 9 a.m. to 5:30 p.m.

7.1. Order characteristics

Any order sent to Uptevia must contain all the details necessary for its proper execution and in particular the following information:

- **The purpose of the transaction:** sale and/or purchase, as the case may be;
- **The name or characteristics of the Air Liquide financial security to trade:** type (share, bond, warrant, etc.), ISIN code of the security;
- **The quantity of financial securities to be traded;**
- **The order execution conditions or the order limit:** the order limit sets the price conditions of the order

- **"best execution"**: best execution orders do not impose a price limit. When it enters the market, it enables the best price to be obtained without, however, guaranteeing control over it. It is automatically converted by the trader

into a limit order. At the opening, the order becomes a limit price at the opening price. During the session, the order becomes a limit at the price of the best pending reverse offer.

- **“market”**: this type of order takes precedence over “best execution” orders and “limit” orders. The Holder is assured of full execution as soon as the value is quoted, but does not control the price. At opening, the order is executed at the opening price. During the trading session, the order serves as many limits as necessary until the desired quantity is executed.
- **“limit”**: this order has a minimum sell price and a maximum buy price. When buying, the order will only be executed if the price is less than or equal to the price set; when selling, the order will only be executed if the price is higher than or equal to the price set. The execution of this type of order is subject to the existence of sufficient counterparties at one or more prices within its limit. This type of order allows control of the execution price, but its execution may be partial.
- **The validity of the order** determines its maximum duration on the market:
 - **“Day”**: the validity is limited to the day on which the order is transmitted – these orders cannot therefore be received by post.
 - **“Month”**: the order will be valid until the last day of the month.
 - **“On a fixed date”**: unless executed or cancelled by the Holder, the order will remain on the market until the day indicated or the previous stock exchange trading day, if the date indicated is not a trading day. The validity of the order on a fixed date may not exceed two (2) calendar months except in the case of securities transactions (dividends, allocation of free shares and year-end closing).

Without any specification, any order will be recorded as a “Month” order with validity until the end of the calendar month in which the instruction was transmitted.

If, at the end of the validity period, the order is not executed, it is the responsibility of the Holder, if he/she so wishes, to renew it.

Special features relating to the payment of dividends

The day before the ex-dividend date, after market close, the limit price will be automatically reduced by the amount of the dividend in order to reproduce the equivalent decrease in the stock exchange price.

Unexecuted orders will be removed from the order book:

- At the close of the last stock exchange trading day of the calendar year
- When a particular share benefit is granted, such as free share allocations.

7.2. Method of order transmission by the Holder

7.2.1 Principle

Stock exchange orders may be transmitted by the Holder exclusively by means of the following channels:

- Via the Shareholder website
- By phone
- By post
- By webform from the Air Liquide website

7.2.2 Specific provisions for the various order transmission channels

- **Via the Air Liquide Shareholder Portal**, <https://action.airliquide.com/>

When this feature is open to the Holder, orders are directly entered and validated by the Holder on his/her Shareholder Portal online, according to the procedure in force described in the Terms and Conditions of Use available on his/her Shareholder Portal: <https://action.airliquide.com/>.

- The prices and quantities, whether real-time or deferred, posted online on **its Shareholder Portal** at the time the order is placed by the Holder, are given for information only and cannot be used as a reference to measure best execution.

Please note that access to this site is secure and that data is encrypted while in transit over the internet. It is the responsibility of the Holder not to communicate their login data to a third party in order to ensure the confidentiality and security of his/her orders.

Any transmission of an order sent online on the Shareholder Portal with the Holder’s login details will be considered as coming from the Holder and from him/her alone, unless he/she has previously reported its loss or theft, or requested the change of his/her connection details to Uptevia. The Holder therefore is prohibited from contesting the execution of any order that has been issued by means of said connection data.

Uptevia cannot therefore be held responsible for the consultation and entry of transactions by third parties on the basis of the Holder’s login details.

If the online Shareholder Portal suffers an extended interruption, the Holder may also send orders by web form or post as described below.

In its role of receiving and transmitting orders, Uptevia is responsible for the proper transmission of the order, after confirmation of receipt of the order has been sent to the Holder and as soon as the latter has confirmed agreement. The execution is entrusted to a broker, in accordance with our best selection policy.

- **By post**

All orders must be sent in writing and signed by the Holder (or the Holders in the event of a split). The Holder is invited to use the form provided for this purpose, available on the Shareholder Portal online or which will be sent to them by the Stock Exchange Department on request. All orders must contain the mandatory information indicated in Article 7.1. Failure to comply with the information will result in the rejection of the order. Illegible, inaccurate or incomplete orders will not be taken into account by Uptevia.

The Holder acknowledges being informed of the risks associated with the use of mail. It releases Uptevia from any consequences that may arise from the use of these means of communication, in particular those resulting from technical failure, error, insufficient or imprecise instructions, or misuse or fraudulent use thereof.

- **Contact details**

Instructions sent online outside the Shareholder Portal should be sent using the form provided by:

By internet: via the contact form available on the Air Liquide Shareholder Portal by following this link: <https://action.airliquide.com/> (or via the web form on the Air Liquide website, if the online Shareholder Portal is unavailable)

By Post:

Air Liquide
Direction du Service Actionnaires
TSA 91948
62978 Arras Cedex 9

7.2.3 Provisions common to the various order transmission channels

The Holder is responsible for choosing the method of transmission of his/her orders.

The Holder's attention is specifically drawn to the possibility of a delay that may occur between the time the order is issued and the receipt of this order by Uptevia. In any event, Uptevia cannot be held liable until it has accepted the order under the conditions set out below.

Any order received by Uptevia containing the identification details attributed to the Holder (in particular the surname, first name, tax address, date and place of birth, IBAN and CCN number) is deemed to be transmitted by the Holder. The Holder is prohibited from disclosing to third parties, other than persons acting on his/her behalf, the identification details assigned to him/her. In the event of a breach of confidentiality or compromise of identification details, the Holder must immediately inform Uptevia.

Uptevia reserves the right to make counter-calls to the Holder to check certain orders.

Uptevia will never ask the Holder to provide its username and password.

The Holder is prohibited from using two transmission channels to transmit a single order. Uptevia is not liable for any consequences of the Holder's failure to comply with this obligation.

Recording of stock exchange orders:

In accordance with the applicable regulations, Uptevia records, for a period of five (5) years from the recording in question, any telephone conversation or electronic communication related to the provision of services relating to the orders of the Holder or, where applicable, by the person authorised to represent him/her regarding the receipt, transmission and execution of orders, even if such conversations and/or communications do not result in a transaction or the receipt, transmission and execution of orders.

The Holder declares that it expressly authorises these recordings and accepts, in the event of a dispute, that these recordings may be used as evidence.

7.3 Order processing

Uptevia undertakes to record or have recorded, by any means, the chronological order (time stamp) of the receipt, transmission and execution of orders and to execute them in the order in which they are received and with due speed, unless the nature of the order or prevailing market conditions make this impossible, or the interests of the Holder require otherwise. If the order is placed online on the Shareholder Portal, the chronological recording is taken into account as soon as it is confirmed.

Except in cases of force majeure, orders received before 3:30 p.m. (15:30), Paris time, are transmitted the same day to the Investment Services Provider, trader or receiver/transmitter of orders, so that they can be executed under market conditions. Orders received by Uptevia (excluding online via the Shareholder Portal) after 3:30 p.m. (15:30), Paris time, are transmitted the same day or the following stock exchange trading day.

Stock exchange orders entered online via the Shareholder Portal during opening hours of the Paris Stock Exchange and before 5:25 p.m. are transmitted on the same day.

In order to obtain the best possible result for the Holder for the execution of the order, Uptevia has the orders transmitted by the Holder executed pursuant to the provisions of its best order selection policy. This policy may be freely consulted online by the Holder on

the Shareholder Portal and on the Uptevia website at the following address: <https://www.uptevia.com/a-propos-uptevia/conformite/>

After execution of an order and depending on its nature, Uptevia delivers or receives the traded securities and registers them in the Holder's Securities Account.

Important notes:

For financial securities purchased on a regulated market, note that ownership is acquired on the date of settlement in accordance with the legal and regulatory rules in force.

The Holder is expressly informed that the transmission of the order with a view to its execution does not prejudice the latter.

Uptevia is not required to comply with its best order selection policy if it follows specific instructions given by the Holder.

7.3.1. Sell orders

The processing of a sell order is subject to the prior availability, in the Holder's Securities Account, of the number of financial securities available for delivery after execution, as well as compliance with applicable legal, regulatory and contractual provisions.

7.3.2. Purchase orders

The terms and conditions of the purchase orders are detailed in the table below:

- For Shareholders who do not hold securities or stock exchange orders equal to or higher than €20,000:

	Method	Bank card	Bank transfer (classic)	Linxo transfer initiation
Limit		€10,000	-	-
Payment required	Market	105%		
	Best execution			
	Limit	100%		
Transmission of order in the order book		As soon as the order is confirmed	Upon confirmation of funds at Uptevia	

- For Shareholders holding shares and stock exchange orders of less than €20,000

	Method	Bank card	Bank transfer (classic)	Linxo transfer initiation
Limit		€10,000	-	-
Payment required	Market	105%	None; Payment to be made upon receipt of the execution confirm	
	Best execution	Order - 100% debit		
	Limit	100%		
Transmission of the order in the order book		As soon as the order is confirmed	Immediate	

* For the bank card, reservation will be on 105% of the provision but the debit will be on the amount of the order, i.e. 100%.

If a purchase order is not executed and not renewed by the Holder, Uptevia will initiate the repayment of the funds to the latter, without interest, as soon as possible from the date of the order.

Cancellation of orders

The Holder may cancel an order entered online via the Shareholder Portal before its execution on the Paris Stock Exchange. However, Uptevia cannot guarantee that valid orders that have not yet been executed will be successfully terminated.

Report and confirmation of execution

Uptevia shall promptly provide the Holder with essential information concerning the execution of their order, in paper or electronic format (made available online via the Shareholder Portal).

No later than the first business day following the execution of an order, Uptevia sends the Holder a transaction confirm setting out the conditions for this execution of the order: ISIN code, securities concerned, direction of the transaction (purchase or sale), date and price of execution, gross and net amount of the transaction, the market, the place and the time of trading. This transaction confirm is sent to the Holder in paper or electronic format (made available online via the Shareholder Portal when this feature is open).

The Holder should retain these transaction confirms in order to meet his/her reporting obligations. Documents are always available on the Air Liquide Shareholder website, <https://action.airliquide.com/>

In the case of a collective account, the "first-named" Holder will be the sole recipient of all such information, unless specific instructions are given to appoint another recipient. For a split payment, each Co-Holder receives said information individually.

As an exception from the aforementioned provisions, if a common proxy is appointed, the information will be sent to the common proxy only.

Transaction reporting

Uptevia shall declare, no later than the end of the next business day, the transactions it executes on behalf of the Holder to the French financial market authority, the supervisory authority to which it reports.

Disputing the conditions for executing an order

Disputes relating to executed orders must be made in writing and received by Uptevia within ten (10) working days of either the date of execution of the disputed order or the date on which the order should have been executed, in the event of a dispute for non-execution, failing which the dispute will be time-barred.

Failure to dispute the order within this period shall be deemed to constitute agreement on the terms of the order executed, unless one of the two Parties provides evidence to the contrary. For this purpose, Uptevia's entries will be proof of the transactions carried out on the Account.

RTO pricing

Any order executed results in the receipt of commissions, taxes and brokerage fees provided for in the Agreement

The Holder acknowledges having read and accepted the fee schedule set out in the Special Conditions or the letter accompanying the Agreement.

Any changes made to this schedule shall be notified to the Holder by any means two (2) months before they take effect.

Settlement method for sell orders

All payments for sell orders are made by Uptevia in euros, unless otherwise expressly requested by the Holder. Uptevia reserves the right to refuse payment in one or more currencies at any time.

Uptevia makes payments by bank transfer. Cash payments are not accepted.

With regard to payment by bank transfer, it should be noted that Uptevia initiates the payment after deducting commissions, brokerage fees, taxes, duties, exchange fees and any other fees payable by the Holder.

Settlement method for purchase orders

For purchase orders that require a prior payment of 105% (see 7.3.2), if this payment exceeds the net amount of execution of the order, Uptevia will return the overpayment to the Holder as soon as possible from the settlement-delivery date. This overpayment will be paid by bank transfer and therefore requires the knowledge of the Holder's external bank details.

Conversely, if the net amount of the order execution exceeds the amount of the payment made by the Holder, the latter is liable for the difference to Uptevia.

There are various payment methods available to the Holder for placing purchase orders, which differ depending on how the order is placed.

The authorised payment methods, specified according to the order-taking channel used, are:

- **By internet** via the online Shareholder Portal (when you have this feature):
 - Bank card (maximum €10,000)
 - Bank transfer
 - Transfer initiation (Linxo)
- **By Webform:**
 - Bank transfer (you will be asked to provide a copy of the transfer)
 - Transfer initiation (Linxo)
- **By post:**
 - Bank transfer
 - Cheque in euros (EUR) payable to Uptevia

Pursuant to the French Monetary and Financial Code, the Holder only acquires the financial securities after final settlement of the entire transaction (including commissions and fees).

In the absence of payment, Uptevia provides payment reminders on D+5 and D+10 of the order execution.

For purchases not paid for by the last day of the month in which the 15-day period has expired, the corresponding shares will be automatically resold at the 'market price' on the third business day following the end of the month. The Holder remains liable to compensate Uptevia for any costs, penalties or damages incurred as a result of non-payment of the sums due.

If the proceeds from the sale are insufficient to cover the net amount of the original purchase, plus the unpaid management fees charged by Uptevia (see Pricing schedule for transactions payable by the Holder), the Holder shall become liable to Uptevia for the amount of this difference.

Uptevia reserves the right to refuse to transmit to the trader any purchase order sent by the Holder who is or has been in default on a payment vis-à-vis Uptevia.

Uptevia accepts payment of the amounts due to it:

- by bank transfer
- by credit card
- by Transfer initiation (Linxo)
- or by cheque in euros (EUR) payable to Uptevia

Any payment in favour of Uptevia must include the Shareholder ID shown on your statements. Failing this, Uptevia cannot be held liable for any delay in identifying and/or applying this payment.

Selection policy

7.4 Principles of the intermediary selection policy

Pursuant to the legal and regulatory provisions in force, Uptevia's intermediary selection policy consists of ensuring that the selected intermediaries have a best execution policy in place and that they apply it, in order to obtain the best possible result for shareholder orders when executing them, prioritising the criteria of overall cost, speed of execution, probability of execution and settlement, size and nature of the order or any other consideration relating to the execution of the order.

In order to fulfil its best selection obligation, Uptevia regularly monitors the effectiveness of the execution policy of the selected intermediaries, in particular the quality of their execution, and, where necessary, corrects any failures identified.

Thus, the shareholder's orders will be transmitted via the intermediaries selected by Uptevia in accordance with the selection policy in force, available on the Uptevia website.

It is specified that the term "Specific Instruction" refers to any stock exchange order by which the shareholder requests execution methods that do not fall within the selection policy established by Uptevia.

Consequently, once the shareholder sends a Specific Instruction to Uptevia, Uptevia undertakes to send this instruction for execution, except where it is not sufficiently clear. In this case, the selection policy will apply only to non-specific elements of the instruction.

Shareholders are informed that the intermediary selection policy implemented by Uptevia, which is reviewed annually, is available online, in its updated version, on the Shareholder Portal and on the Uptevia website.

Holders are deemed to have agreed to this policy once they have submitted an order to Uptevia or signed this Agreement.

This Policy is made available online to clients, in particular on the Shareholder Portal <https://action.airliquide.com/>.

Uptevia's "Receiving and Transmitting Orders" (or RTO) service consists of receiving orders from its clients relating to financial instruments, and transmitting them to another Investment Services Provider (or ISP) for execution.

It should be noted that Uptevia does not provide any services of:

- Investment advisory,
- Production, research and publication of investment recommendations.

7.5 Routing of orders within the framework of Receiving and Transmitting Orders (RTO) on listed financial instruments

Orders are routed through Uptevia to the ISP-Traders chosen by Uptevia.

Each client order is time-stamped when it is received by Uptevia, then by the intermediary when it is entered into the order book. Finally, the precise time of execution is recorded.

Orders are routed electronically to the ISP-Traders in accordance with this Policy. Circumstances that justify orders being rejected, or handled manually, include the following:

- The customer's interest: filtering of orders above a set threshold amount,
- Compliance with rules protecting market integrity, in particular those required by the supervisory authorities.

7.6 Implementation of the Selection policy and best execution conditions by type of instrument

With regard to all financial instruments, the quality of execution of its ISP-Traders service providers is periodically reassessed to ensure service is continually provided at the expected level. This level is assessed according to the following criteria:

- Quality of execution: overall relevance of the execution policy and in particular the commitment of ISP-Traders to seek the best total price, in particular through their ability to access various Execution Venues and the quality of order routing to the Execution Venues,
- Scope and coverage of Execution venues and financial instruments handled by Uptevia,
- Proven expertise, reputation and recognition in the financial instruments concerned,
- Quality of middle-office and back-office services (settlement/delivery, clearing),
- Offering value-added additive ancillary services.

Orders transmitted by clients are routed to the ISP-Traders selected by Uptevia according to the criteria set out above. These criteria led Uptevia to select a list of ISP-Traders

The list of the main selected ISP-Traders is available online on the Shareholder Portal and at the following address:

<https://www.uptevia.com/a-propos-uptevia/conformite>

8. INFORMATION PROVIDED TO THE HOLDER

Uptevia provides Holders with all the information they need to exercise their rights arising from their shares, either by post or in electronic format.

When first registering financial securities in the Securities Account, Uptevia sends the Holder, or where applicable his/her representative, a Securities Account statement or a notice of registration in the account.

After each movement of securities affecting the Securities Account, Uptevia sends a securities transaction confirm to the Holder or, where applicable, to his/her representative.

Uptevia sends, at least once a year, to the Holder or his/her representative a Securities Account statement as at 31 December, stating the nature and number of the financial securities registered in the securities account. The statement is valued on the basis of the latest available stock market price. The Holder may request a Securities Account statement on a monthly or quarterly basis (paid service, contact us).

Uptevia will send all written communication to the last known postal address, and any failure by the Holder to fulfil his/her obligation to update his/her contact details with Uptevia will render any potential dispute by the Holder on this point unenforceable.

8.1 Electronic communication

The Holder who has communicated his/her e-mail address agrees that it may be used to send any information, whenever the law does not require it to be sent in paper format.

The Holder retains the right to revert to paper-based communication by sending an express request to Uptevia by post or via the contact form available online on Air Liquide's Shareholder Portal.

With regard to convening General Meetings and all documents relating to General Meetings, shareholders may also expressly choose to have these documents sent electronically. Shareholders are informed that they may change their choice and require that the aforementioned documents be sent by post (pursuant to the procedures set by the provisions in force) after sending Uptevia an express request to this effect by registered letter with acknowledgement of receipt or, if applicable, online via the Air Liquide Shareholder Portal.

8.2 CONTACTS: INVESTOR RELATIONS / DPO

The Holder may contact Shareholder Services by:

Post:

Air Liquide
Direction du Service Actionnaires
TSA 91948
62978 Arras Cedex 9

**Telephone: 0 800 166 179 (toll-free from landline in France)
+33 1 57 05 02 06 from abroad**

and via the contact form online on the Shareholder website :
<https://action.airliquide.com/>

The Holder may contact the Data Protection Officer:

Post:

Uptevia
Data Protection Officer
La Défense "Cœur Défense"
90-110 Esplanade du Général de Gaulle
92400 Courbevoie, France

Email: dpo@uptevia.com

9. UPTEVIA'S OBLIGATIONS AND LIABILITY

As Air Liquide's agent, Uptevia undertakes to carry out the instructions entrusted to it with all due care and diligence in accordance with professional standards. Thus, Uptevia's liability under this Agreement is an undertaking to provide a service and may only be enforced to the extent of damage resulting directly from its breach of its obligations.

In addition, Uptevia is not liable for any damages resulting from a force majeure event, as defined by the French courts. Furthermore, the Parties agree that Uptevia cannot be held liable for the damages resulting from circumstances beyond its control as defined in Article 1218 of the Civil Code.

Also, Uptevia cannot be held liable for any damages resulting from fraud or attacks on its computer systems, except in cases expressly provided for with Air Liquide.

Lastly, Uptevia declines all liability for damages resulting in particular but not exclusively from:

- The Holder(s)' failure to communicate a change in his/her situation, and/or failure to provide the corresponding supporting documents;
- The Holder(s)' communication of incomplete, erroneous or misleading information;
- The Holder(s)' failure to respond within the deadlines required for a securities transaction, even though the Holder(s) has (have) been informed of the transaction and its terms and conditions.

10. DECLARATIONS AND OBLIGATIONS OF THE HOLDER

The Holder declares that the information he/she has provided on the documents making up the Agreement is complete and accurate. The Holder or any person acting on his/her behalf, undertakes to inform Uptevia of any change in his/her situation and any event modifying its ability to act, by any means, along with any necessary supporting document.

The Holder's attention is drawn to the fact that, in connection with the operation of the account, it is his/her responsibility to comply with the various legal and regulatory obligations in force. It is the Holder's responsibility to provide any document necessary for Uptevia to comply with its contractual, legal and regulatory obligations. Uptevia cannot be held responsible if it has not been informed of a change in the Holder's situation and/or there is a breach of the regulations of the Holder's country of residence.

If the Holder fails to comply with his/her obligations under the Agreement, he/she undertakes to compensate Uptevia for any duly justified expenses, charges and damages that Uptevia may incur directly or indirectly, and to assist Uptevia in the event of claims, legal proceedings or other challenges to its liability by a third party.

11. TAXATION

11.1. General

Income from financial securities is paid to the Holder after any deductions or levies required by applicable regulations have been applied, in particular the mandatory income tax withholding on interest and dividends (non-dischargeable flat-rate levy) and social security contributions.

Any change of a tax option must be notified to Uptevia in writing no later than fifteen (15) days before the payment of income or the completion of an impacted transaction.

It is the Holder's responsibility to provide Uptevia with all information necessary to manage the taxation of his/her income and capital. Uptevia is required to inform the tax authorities of the amount of income paid, as well as the name and address of the beneficiary.

11.2. Tax situation

The Holder is informed that he/she must comply with the legal and regulatory obligations in force in terms of taxation, whether his/her tax residence is in France or outside France. It is the Holder's responsibility to indicate his or her tax residence in the application to open a Securities Account. The Holder undertakes to immediately notify Uptevia of any change in his/her tax situation and in particular his/her tax residence and to send it all the required supporting documents as soon as possible. Uptevia cannot be held liable if it is not notified of this change in situation.

11.3. Tax treatment of French tax residents Income tax advance payment exemption

When the Holder requests exemption from the advance payment of income tax provided for in Articles 125 A and 117 quater of the French Tax Code, it is his/her responsibility to notify Uptevia, before 30 November of each year preceding the payment of the income, of a request for exemption by sending a sworn statement indicating that he/she complies with the conditions for exemption provided for by the tax legislation in force. This request can be made in paper form or online via the Air Liquide Shareholder Portal.

Single tax form

Subject to the rules applicable to financial securities subject to a split ownership, Uptevia sends, each year to the Holder resident for tax purposes in France or, where applicable, to the person authorised to represent him/her, the information needed for the taxpayer to complete his annual income tax return by sending a single tax form "IFU" which reflects the information provided by Uptevia to the French tax authorities (amount of income, mandatory income tax advance

payments, etc.), social security contributions and gross amount from sales).

The Holder is responsible for calculating the capital gains or losses on the sale of marketable securities. It is specified that the information that Uptevia may communicate to the Holder on this subject is for information purposes only based on the information in its possession.

11.4 Tax treatment of non-tax residents of France

Withholding tax

When the Holder is not tax resident in France, Uptevia pays the income from financial securities less the withholding tax provided for by French regulations.

Holders residing in a country that has concluded a tax treaty with France to avoid double taxation may request the application of the contractual rate by sending Uptevia, prior to the payment of any income from their Financial Securities, a certificate of their tax residence (in particular forms 5000 and/or 5001 provided by the Tax Administration), duly completed by the competent authorities. This document must be received by Uptevia no later than fifteen (15) days before the payment of the income.

If this request has not been made before payment of the dividend, the Holder may submit a request for the recovery of withholding tax by presenting forms 5000 and 5001 provided by the Tax authorities.

Withholding tax on gains from employee shareholding schemes

Where the Holder is not resident for tax purposes in France, withholding tax applies, where applicable, to gains arising from an employee shareholding scheme provided for by the French Commercial Code (gains from the exercise of stock options, gain from the acquisition of performance shares or gain from the exercise of warrants to subscribe for business creator shares) and/or from an arrangement not provided for by the French Commercial Code.

This withholding tax applies to any Holder who is not resident for tax purposes in France on the date the financial securities are sold or registered in a securities account, as the case may be, and who has carried out an activity in France as an employee or manager during the vesting period of the securities/rights.

11.5. Financial Transaction Tax (FTT)

The Financial Transaction Tax (or any other tax or duty), where applicable, at the time of the purchase of shares (or similar transactions), is the responsibility of the Holder. If the financial securities are purchased over-the-counter, the transaction will be recorded in the Holder's Securities Account upon receipt by Uptevia of the net amount, including all taxes, of the amount of the transaction.

11.6. US Person and Qualified Intermediary (QI) and Foreign Account Tax Compliance Act (FATCA) regulations

Pursuant to the American regulations known as QI and FATCA, the US Person Holder, within the meaning of US legislation, must provide Uptevia with all the necessary information and supporting documents relating to his/her identity and tax residence enabling him/her, where applicable, to benefit from the reduced withholding rates on income from financial assets of American sources and to file declarations with the American and/or French tax authorities (in particular the "W-9" form duly completed with the American Tax Identification Number TIN). The non-US Person Holder must provide the "W8-BEN" form, if applicable. In the absence of such supporting documents, the Holder will bear the withholding taxes provided for by these regulations as well as the costs relating to their processing.

The Holder acknowledges having been informed of Uptevia's status as a Qualified Intermediary (QI) and accepts the consequences.

Uptevia is required to inform the French tax authorities, which will report to the US tax authorities under the automatic exchange of information intergovernmental agreements.

11.7 Agreements and automatic exchange of financial account information

In the context of automatic exchanges of information between States, [Article 1649 AC of the French General Tax Code](#) imposes on Uptevia an obligation to collect from the Holders and, where applicable, from the natural persons who control them, a self-certification specifying the tax residence(s) and tax identification number(s).

The Holder undertakes to provide Uptevia with all the information and documentation required by this regulation.

Information relating to the Holder's accounts will, where applicable, be communicated to the French tax authorities and may be exchanged with other States or territories as part of the automatic exchange of financial information for tax purposes.

12. COMBATting MONEY LAUNDERING AND THE FINANCING OF TERRORIST ACTIVITIES

As part of its account custody services on behalf of Air Liquide, Uptevia, its agent, is required to comply with the due diligence and information requirements set forth in the laws and regulations relating to combatting money laundering and the financing of terrorism.

Whenever it deems it necessary with regard to these obligations, Uptevia may request any explanation or request the production of any supporting document from the Holder(s), mainly:

- concerning transactions that may appear unusual due in particular to their terms and conditions, their amount or their exceptional nature in relation to those previously processed by the Holder(s),
- concerning the origin of funds used to subscribe for or acquire pure registered financial securities,
- concerning the true identity of the person for whose benefit the Account is opened, if it appears that the Holder(s) may not be acting on their own behalf, subject to the application of the specific rules of the legislative system governing the case of intermediaries registered within the meaning of the provisions of the French Commercial Code.

The Holder(s) undertake to respond promptly to Uptevia's requests.

13. COMPLIANCE WITH INTERNATIONAL SANCTIONS

Uptevia is also required to comply with the laws and regulations in force in various jurisdictions regarding mandatory restrictive measures imposing economic, financial or commercial sanctions (including any sanctions or measures relating to embargoes, the freezing of funds and economic resources, restrictions on transactions with natural persons or legal entities, or relating to specific goods or territories) issued, administered or enforced by the United Nations Security Council, the European Union, France, the United States of America (including, in particular, the Office of Foreign Assets Control attached to the Department of the Treasury or OFAC and the Department of State), or by any other competent authority, including other States, with the power to impose such sanctions (hereinafter "International Sanctions").

Uptevia reserves the right to suspend or reject a payment or transfer transaction issued or received, or to block the funds and accounts of the Holder when, according to its analysis, the execution of such transaction would constitute a violation of a rule under international sanctions.

Uptevia may ask the Holder to provide information concerning the circumstances and context of a transaction, such as the nature, destination and source of funds, as well as all supporting documents, particularly in the case of an unusual transaction compared to the transactions currently recorded on its account.

The Holder is required to provide the required information and supporting documents. As long as the Holder has not provided Uptevia with sufficient information to enable it to conclude that there is no risk of infringement of the International Sanctions, Uptevia reserves the right not to carry out its instructions and to block the Holder's funds and accounts.

The Holder is informed that Uptevia may also be required to carry out research and investigations in connection with any transaction which, in its opinion, may constitute a breach of International Sanctions rules, which may result in a delay in the execution of the Holder's instructions.

Uptevia may not be held liable by the Holder in the event of delay or non-execution of an instruction, rejection of a transaction or freezing of funds or accounts in the context of International Sanctions. Likewise, no contractual penalty or indemnity will be due to the Holder/counterparty in such circumstances.

14. PERSONAL DATA PROTECTION POLICY

Within the framework of performing the duties mandated by Air Liquide and this Agreement, Uptevia is required to process personal data relating to the Holder. As such, Uptevia undertakes to comply with all its obligations under the regulations applicable to processing personal data, and in particular Regulation (EU) 2016/679 applicable from 25 May 2018 (GDPR).

This personal data is therefore processed by Uptevia, a public limited company with capital of €30,096,355.30, registered in the Nanterre Trade and Companies Register under number 439 430 976, whose head office is located at:

**La Défense – Cœur Défense Tour A
90-110 Esplanade du Général de Gaulle - 92400 Courbevoie.**

This information is collected and processed by Uptevia to operationally implement the custody account management service for financial instruments held in pure registered form, as well as the service for receiving and transmitting stock exchange orders relating to these financial instruments.

14.1 CATEGORIES OF PERSONAL DATA

Uptevia collects and processes the following categories of personal data:

- civil status and identification data: surname, first name(s), gender, date of birth, copies of identity documents, place of birth, country of birth, postal addresses of residence and/or tax, personal or professional emails, personal or professional telephone numbers, etc.;
- data related to your personal situation: family situation, matrimonial property regime, legal capacity, data related to transfers and inheritance, etc.;
- data related to your employment situation: name of the employer, place of work, etc.;
- economic and financial information: financial and tax situation, nature of transactions, date, payments, number of shares and voting rights attached, amount, denomination, etc.;
- connection data: identification and authentication data for your shareholder portals, logs, etc.;
- data from correspondence and communications between the Holder and Uptevia.

Uptevia collects and processes the following categories of sensitive personal data as part of the management of employee savings schemes, where applicable:

- social security number, also known as NIR

As part of regulatory obligations, Uptevia may collect the following special categories of personal data (or "sensitive data"), only when required by law:

- Concept of politically exposed person (PEP)
- Information on important religious roles
- Persons under surveillance (insider dealing terrorist activity)

NB: The data collected concerns natural persons or representatives of legal entities. NB: Please note that you are not required to provide the personal data requested. However, if you fail to do so, we will be unable to provide you with any services.

14.2 PURPOSE OF THE PROCESSING CARRIED OUT

The personal data collected or produced in this way will be used by Uptevia for:

- **Maintaining the register:** monitoring registered holders, order processing, coupon payments, fulfilment of tax obligations, etc.
- **Employee shareholding:** allocation of performance shares, stock options, capital increases reserved for employees, etc.
- **General Meetings:** convening, management of voting instructions, etc. Personal data may be kept for a period of three (3) years from the date of the General Meeting.
- **Securities transactions**
- **Fulfilment of obligations:** in terms of compliance with rules relating to financial markets, compliance with obligations to retain accounting documents, combatting fraud or money laundering and the financing of terrorism. This personal data may thus be kept for a period defined by the legal and regulatory requirements of the document in question.
- **Recording of telephone conversations and communications during order placement: regardless of the medium, in order to ensure the security of transactions carried out and to comply with regulatory obligations in this area. Depending on the cases covered by the regulations, personal data may be kept for a period of 5 years, and up to 7 years from the date of their recording.**

This personal data processed for the above purposes is necessary to perform the services under the Agreement, for compliance with a legal obligation or for the pursuit of Uptevia's legitimate interests, in compliance with fundamental rights and freedoms.

This personal data may be kept for the time necessary to accomplish the purposes for which it was collected. They will then be deleted or anonymised. As an exception, this data may be archived to manage ongoing complaints and litigation as well as to meet Uptevia's legal and/or regulatory obligations and/or to respond to requests from authorities authorised to make such a request.

14.3 COMMUNICATION TO THIRD PARTIES

For the proper execution of this Agreement and, in particular, for publishing purposes, the data may be communicated to any third party chosen on the basis of their expertise, within the limits necessary for the performance of the tasks granted to them.

14.4 RECIPIENTS OF THE DATA

Personal data may be communicated to:

- Air Liquide having mandated Uptevia to maintain its register;
- the French Tax Administration under our legal obligations;
- subcontractors for the sole purpose of subcontracting;
- persons appointed by the Holder of the securities account or authorised to act on his/her behalf to process his/her instructions (division, legal capacity, legal entity);
- the custodians of employee savings and retirement accounts responsible for managing Company Savings Plans for the processing of the Holder's instructions;

- centralisers in charge of holding general meetings of shareholders or bondholders;
- the agents appointed by Air Liquide to maintain the register of Financial Securities issued by Air Liquide;
- any body authorised under applicable law and regulations.

Uptevia does not use personal data for marketing purposes.

14.5 TRANSFERS OF PERSONAL DATA OUTSIDE THE EUROPEAN UNION

In certain circumstances (e.g. to provide international services or for operational efficiency), the Holder's data may be transferred to another country.

In case of international transfers from:

- The European Economic Area (EEA) to a country outside the EEA, the transfer of your personal data may take place on the basis of a decision by the European Commission, when it has recognised that the country to which your data will be transferred ensures an adequate level of protection;
- From other countries for which international transfers are subject to limitations, we will implement appropriate safeguards to ensure the protection of your personal data.

For other transfers, we will implement an appropriate safeguard to ensure the protection of your personal data, namely:

- Standard contractual clauses approved by the European Commission; or
- Binding corporate rules.

In the absence of an adequacy decision or an appropriate safeguard, we may rely on an exception applicable to the particular situation (for example, if the transfer is necessary for the exercise or defence of legal claims).

14.6 RIGHTS OF THE HOLDER

All Holders have the right to access, rectify, erase, restrict processing, withdraw consent, and the right to data portability. Any natural person may also object to the processing of such personal data at any time, for reasons relating to his or her particular situation. It is specified that the exercise of some of these rights may result in Uptevia being unable to provide the service on a case-by-case basis. The rights of the Holder can be exercised by contacting the following email address: dpo@uptevia.com.

Any Holder who is a natural person has the right to lodge a complaint with the *Commission Nationale de l'Informatique et des Libertés* (CNIL), the French supervisory authority in charge of compliance with personal data obligations, at the following address:

**3 Place de Fontenoy
TSA 80715
75334 PARIS CEDEX 07
Tel: +33 (0)153732222**

Website: www.cnil.fr

For any additional information, please consult the Uptevia's notice on personal data protection: www.uptevia.com/legal/notice-protection-des-donnees/

15. PROFESSIONAL SECRECY AND DUTY OF VIGILANCE

Air Liquide and Uptevia, where applicable, undertake to comply with their confidentiality obligations under the laws and regulations in force, in particular under Article L.511-33 of the French Monetary and Financial Code.

However, the Holder(s) expressly authorise Air Liquide to communicate this data:

- to its agent Uptevia,
- to Uptevia's subcontractors,

- the tax or judicial authorities,
- contractually bound institutions to perform tasks related to the management of financial securities and cash,
- to the supervisory authorities and services responsible for monitoring transactions, in particular the ACPR and the AMF, and including when these recipients are located outside the European Union.

16. CONFLICTS OF INTEREST

Uptevia encounters, in the normal course of its business, potential situations of conflicts of interest and has taken the necessary measures to prevent these situations from unduly harming the interests of its clients and Holders.

A conflict of interest is a situation in which, in the course of Uptevia's business as an ISP, its interests and/or those of its clients or Holders and/or those of its employees are in competition, either directly or indirectly.

An interest is understood to be a benefit of any kind whatsoever, material or intangible, professional, commercial, financial or personal. Uptevia has identified situations likely to be encountered by the ISP and/or Uptevia entities and/or employees as part of their business with clients or Holders and which pose a significant risk of harming the interests of one or more Holders.

To address potential conflicts of interest, Uptevia may:

- decline the transaction generating the conflict of interest,
- accept the transaction and the conflict of interest it generates by implementing ongoing measures to manage the situation appropriately in order to avoid significantly harming the client's interests,
- inform the client: some conflicts of interest cannot be properly addressed under a) or b).

In this case, Uptevia provides the client with the necessary information on the nature and origin of these conflicts of interest so that the latter can make an informed decision.

Uptevia manages situations of potential or actual conflicts of interest on the basis of ethical principles: integrity, equality, impartiality, respect for professional secrecy and primacy of the interests of the Holder. These principles are prominent among the rules with which Uptevia employees must comply. Uptevia has implemented a control system across all businesses to prevent conflicts of interest or take corrective measures, and to separate functions to guarantee independence of action in certain situations where there is an ongoing risk of potential conflicts of interest. Uptevia has implemented ongoing measures to separate related transactions so that they are carried out independently of other transactions with which conflicts of interest may arise, as well as internal procedures governing the aforementioned measures.

Further information on Uptevia's conflict of interest management policy can be obtained upon request and/or on the Uptevia website at: <https://www.uptevia.com/fr/qui-sommes-nous/conformite>

17. PROCESSING OF COMPLAINTS

Uptevia's priority is to provide the Holder with the best quality of service, but dissatisfaction or disagreement may arise.

A complaint is a declaration of dissatisfaction by a Holder and/or his beneficiaries and/or successors (the "Holder") with a professional. However, a request for a service, a request for information, clarification or a request for an opinion is not a complaint.

For any complaint concerning your relationship with Uptevia, the Holder has the option to:

- In the first instance:

The Holder may contact Uptevia to express their questions or dissatisfaction via the contact form available on the website: <https://action.airliquide.com/> or by post to the following address:

**Uptevia - 90 - 110 Esplanade du Général de Gaulle
92931 PARIS LA DÉFENSE CEDEX**

Within ten (10) working days of receipt of their claim by Uptevia, the Holder will receive confirmation that it is being handled. If further investigation is necessary, the Holder will receive the final answer within a maximum of two (2) months.

- In the final instance:

When internal remedies have been exhausted (in the event of rejection or refusal to uphold the complaint in whole or in part, or if no response to the Holder's claim has been provided within two (2) months), the AMF Mediator may be contacted by post (Autorité des Marchés Financiers - 17, Place de la Bourse - 75082 Paris CEDEX 02) or by email (www.amf-france.org/le_mediateur).

18. ASSET PROTECTION

SEGREGATION OF THE ASSETS OF THE CUSTODIAN'S CLIENTS

Pursuant to Article 38 of Regulation (EU) 909/2014 of 23/07/2014, Uptevia is required to segregate the assets of its clients in the books of the Central Securities Depository. By default, Uptevia uses collective segregation. Financial securities belonging to all Uptevia clients are recorded in a collective account opened in the name of Uptevia, which is a participant in the Euroclear France central depository.

19. REPORT OF SUSPICION OF MARKET ABUSE

Uptevia is required to report to the AMF, under the conditions specified by its General Regulations, any transaction that it has reason to suspect may constitute insider trading or price manipulation.

20. PRICING

Air Liquide covers the costs of holding registered securities accounts. The fees applicable to placing orders on the stock exchange (RTO) and those relating to other services for the management of the account, excluding holding a registered securities account, are invoiced according to the conditions set out i.e.:

- In the cover letter of the account opening or update agreement, when sent by post,
- Either online on the Air Liquide Shareholder Portal, or
- On request at the time of placing the order.

21. AMENDMENT OF THE AGREEMENT

All amendments to this Agreement required by a legal or regulatory reform shall be binding on the Parties and shall be applicable from their entry into force.

If the Agreement is amended for reasons other than legal or regulatory reform, the Holder will be notified by any means that the new Agreement is available online on Air Liquide's Shareholder Portal at least 60 days before it comes into effect.

Failure by the Holder to terminate the Agreement at the end of this period shall constitute unconditional acceptance of this new Agreement, which shall automatically and unconditionally replace the old terms and conditions, which shall become null and void.

Thus, only the latest version of the Agreement, made available by Uptevia under the conditions described above, governs the rules applicable to the Holder's registered securities account.

22. PROOF

The Parties agree that, unless otherwise provided by law, the original copy of this Uptevia Agreement may consist of an electronic document even if the Holder's copy is in paper form. The Holder may only contest the Uptevia copy by providing proof to the contrary by means of the original copy.

23. SIGNATURE OF THE HOLDER

It is expressly agreed between the Parties that the successive entry of their username and password on the online Shareholder Portal (<https://action.airliquide.com>) will be equivalent to the Holder's electronic signature, thus enabling his/her identification and proving consent to the transactions carried out and the attribution of these transactions to the Holder or his/her proxy.

In addition, if a registered Securities Account is opened electronically, directly via the internet, the Holder consents to the use of an electronic signature process and acknowledges its validity, in the same way and under the same conditions as a handwritten signature.

The Holder accepts that the certificate of proof that will be generated, signed, exchanged and stored in accordance with these Terms and Conditions is admissible as a means of proof before the French court in the same way as a manually signed paper document.

24. ENTRY INTO FORCE – DURATION – TERMINATION OF THE AGREEMENT – CLOSURE OF THE SECURITIES ACCOUNT

The Agreement is concluded for an indefinite period and may be terminated at any time by the Holder. The cancellation request must be sent to Uptevia by registered letter with acknowledgement of receipt and must include a request to transfer of all the financial securities registered in the Securities Account and a bank account statement of the Securities Account to which Uptevia is to transfer the positions. The termination will take effect as from the transfer of the financial securities. However, the transfer may only take place to the extent that the Holder is not liable to Uptevia for any amounts or financial securities.

The death of the Holder or its dissolution (legal entity) shall not result in the immediate closure of the Securities Account, which shall instead be frozen. The Agreement is terminated following the liquidation of the estate, upon receipt of instructions for the sale or transfer of the financial securities by the authorised persons (notary, administrator, liquidator, beneficiary). In the specific case of a joint Securities Account, the death of one of the Co-Holders does not result in the blocking of the Securities Account, unless opposed by a beneficiary of the deceased or the notary in charge of settling the estate.

Finally, termination of the mandate between Uptevia and Air Liquide shall automatically result in termination of the Agreement.

25. APPLICABLE LAW – CHOICE OF JURISDICTION

The Agreement is governed by French law. Any dispute arising on the basis of the validity, interpretation or performance of the Agreement shall be submitted to the exclusive jurisdiction of the courts within the jurisdiction of the Court of Appeals of Paris - FRANCE.

In the event of translation, only the French version of the Agreement shall be deemed authentic.