

# USUFRUCT & BARE-OWNERSHIP SECURITIES ACCOUNT AGREEMENT

This document must be returned completed, signed and accompanied by the requested supporting documents, otherwise it cannot be processed.

- New account  Account regularization

A split-ownership account commits all the joint signatories of the securities account.

Any modification requires the agreement and therefore the signatures of all the joint holders of the account and of the legal representative.

## 1. Identification of the USUFRUCT

ID number .....  
Assigned to new accounts by the Shareholder Services Department

If one of the holders is a protected adult, attach to this agreement: "Authorisation securities account agreement for a protected adult".

Mr.  Ms.  Mr. or Ms. (if shared usufruct)

Last name ..... First name .....

Maiden name .....

Birthdate..... Birthplace .....

Dept/State/Etc. .... Country .....

Address (place of taxation) .....

Postal code ..... Town/City..... Country .....

Phone (preferably mobile) <sup>(1)</sup> .....

E-mail <sup>(1)</sup> .....

## 2. Acceptance of the securities account agreement

By signing below, I accede to this agreement and certify that I have reviewed and accept the attached general terms and conditions.

Signatures preceded by the mention "Good for agreement".

Signed in..... on.....

Signature of the **USUFRUCTUARY** (or his/her legally designated representative)

(1) For security reasons, the use of certain services may require the use of SMS or e-mail notification; these elements enables the user to access information in the Shareholder's Portal and to place stock market orders online. For holders who are minors, indicate the representative's mobile number and e-mail.

By providing his or her mobile number and e-mail when registering, the user agrees that Air Liquide may collect this information. Air Liquide communicates mainly by e-mail; the user will not receive any advertising solicitation.

### 3. Identification of the BARE OWNERS

- If one of the **holders is a minor**, please attach the "Authorisation securities account for a minor" form to this agreement.
- If one of the **holders is a protected adult**, please attach the "Authorisation securities account for a protected adult" form to this agreement.

Mr.                       Ms

Last name ..... First name .....

Maiden name.....

Birthdate..... Birthplace .....

Dept/State/Etc. .... Country .....

Address (place of taxation) .....

Postal code ..... Town/City ..... Country .....

Phone (preferably mobile) <sup>(1)</sup> .....

E-mail <sup>(1)</sup> .....

By signing below, I accede to this agreement and certify that I have reviewed and accept the attached general terms and conditions.

Signature of the bare owner (or his/her legal representative or legally designated representative) and preceded by the mention **"Good for agreement"**

Signed in..... on .....

Mr.                       Ms

Last name ..... First name .....

Maiden name.....

Birthdate..... Birthplace .....

Dept/State/Etc. .... Country .....

Address (place of taxation) .....

Postal code ..... Town/City ..... Country .....

Phone (preferably mobile) <sup>(1)</sup> .....

E-mail <sup>(1)</sup> .....

By signing below, I accede to this agreement and certify that I have reviewed and accept the attached general terms and conditions.

**Signature of the bare owner (or his/her legal representative or legally designated representative) and preceded by the mention "Good for agreement"**

Signed in..... on .....

Mr.

Ms

Last name ..... First name .....

Maiden name.....

Birthdate..... Birthplace .....

Dept/State/Etc. .... Country .....

Address (place of taxation) .....

Postal code ..... Town/City ..... Country .....

Phone (preferably mobile) <sup>(1)</sup> .....

E-mail <sup>(1)</sup> .....

By signing below, I accede to this agreement and certify that I have reviewed and accept the attached general terms and conditions.

Signature of the bare owner (or his/her legal representative or legally designated representative) and preceded by the mention **"Good for agreement"**

Signed in..... on .....

**SHAREHOLDER SERVICES DEPARTMENT**

For any request, please mention your Shareholder ID number

**Online help & Contact**

[airliquide.com/shareholders/online-help-contact](http://airliquide.com/shareholders/online-help-contact)

**Postal mail**

TSA 91948  
62978 ARRAS Cedex 9  
France

**Phone**

From France or overseas  
+ 33 (0)1 57 05 02 26

**Visit**

75, quai d'Orsay  
75007 PARIS - France

# ACCOUNT OPENING PROCEDURE

## MANDATORY DOCUMENTS TO BE PROVIDED

### 1. Please complete and sign :

- this **Usufruct & Bare Ownership Securities Account Agreement**,
- the **SEPA mandate** for the payment by direct debit of future securities purchases (Euro zone only),
- if necessary, the "Power of Attorney Form" (except for accounts of minors).

### 2. Attach the following documents to the application package

#### For the USUFRUCTUARY:

- the banking details issued by a bank indicating the BIC code and the IBAN for the account in the name of the usufructuary,
- a valid identification document: identity card (both sides), passport or single-use identity document,
- a less than 6 months old proof of address in the holder's name (electricity, telephone, gas, water, Internet bill, etc.),
- a less than 6 months old cell phone bill in the holder's name in order **to connect to the Shareholder Portal**.

#### For each BARE OWNER

- a valid identification document: identity card (both sides), passport or single-use identity document,
- a less than 6 months old proof of address (electricity, telephone, gas, water, Internet bill, etc.),
- the single banking details issued by your bank indicating the BIC code and IBAN of the account in the name of the dismemberment with the same holders as the Usufruct & Bare-Ownership securities account. It will be used for any purchase or sale of securities;
- a less than 6 months old mobile phone bill in his/her name to be able **to connect to the Shareholder Portal**.

#### For accommodated adults, in addition:

- a less than 6 months old accommodation certificate dated and signed by the host,
- a less than 6 months old proof of address in the name of the host (electricity, telephone, gas, water, internet bill, etc.),
- a valid identification document in the name of the host: identity card (both sides), passport or single-use identity document.

### 3. Send your complete application package:

- From the website: <https://www.airliquide.com/investors/individual-shareholders/contact>

#### For **opening a securities account**

Choose the Theme "Becoming a shareholder", then the Sub-theme "Submit an application". Please indicate in the title of your message "New account", download the attachments and complete the requested information.

#### For the **regularization of an existing account**

Choose the Theme "My procedures", then the Sub-theme "Regularise my account agreement". Please indicate in the title of your message "Regularisation of my account agreement", download the attachments and complete the requested information.

or

- By mail: send the complete file to the address indicated at the bottom of the page on the back.

### 4. Follow-up of your file

If you have entered an e-mail address, you will receive confirmation of the processing of your application by e-mail; if you have not entered an e-mail address, you will receive it by post.

# GENERAL TERMS AND CONDITIONS FOR SECURITY ACCOUNTS HELD WITH AIR LIQUIDE

## **OPENING THE AIR LIQUIDE DIRECTLY REGISTERED SECURITY ACCOUNT**

Any natural or legal entity shareholder may hold a security account kept by Air Liquide. The shareholder must be fully capable of carrying out civil matters or be duly represented.

Failure to sign an account-keeping Agreement does not comply with the French financial market authority's general regulations. Article L322-67 4 provides that an agreement must be established with the holder of the securities. **This signed security account Agreement, together with the required supporting documents, will enable you, in the case of a directly registered security account Agreement for a legal entity or an individual, to have access to online stock market orders from the Shareholder Portal (<https://www.airliquide.com>).**

**The signatory of the security account Agreement certifies that he/she has read the general conditions and accepts them.**

**SUPPORTING DOCUMENTS TO BE PROVIDED** in the case of online opening of a direct registered security account for individuals. The account holder(s)<sup>(n)</sup> and Air Liquide agree that the account holder(s)<sup>(n)</sup> may express his/her or their consent by signing electronically by means of a code received by SMS and/or by using any other means made available to him/her or to them by Air Liquide. In accordance with Article 1368 of the Civil Code, the account holder<sup>(n)</sup> and Air Liquide establish the rules of evidence admissible between them in the context of the electronic signature process. The cardholder(s)<sup>(n)</sup> and Air Liquide agree that the identification elements used in the context of the electronic signature of this Agreement, namely the authentication devices, the single-use certificates and the time-stamping elements, are proof of the data and elements they contain as well as of the authentication processes and signatures they express, and are admissible in court in the event of a dispute.

## **PROVIDING INFORMATION TO HOLDERS**

Air Liquide makes available to holders<sup>(1)</sup> an account statement as of December 31 of each year and all their account documents online in their Shareholder Portal.

Holders<sup>(1)</sup> are informed by e-mail of any new document placed in their online Shareholder Portal at the e-mail address that they have communicated; if no e-mail address is provided or on express request, they are informed by mail. Air Liquide informs the account holders<sup>(1)</sup> of each securities transaction, enabling them to exercise the rights attached to the securities in the account where necessary.

## **UPDATE OF THE GENERAL CONDITIONS**

All legal or regulatory modifications are binding on the Parties and will take effect automatically without any particular action by Air Liquide with respect to the holder(s)<sup>(1)</sup>.

In the case of modifications to the Agreement at Air Liquide's initiative, the holder(s)<sup>(n)</sup> will be informed of the availability of the new version of the Agreement at least one <sup>(1)</sup> month before it comes into force. The holder(s)<sup>(n)</sup> may consult the Agreement in force at any time on the website <https://www.actionairliquide.com>. If the holder(s)<sup>(n)</sup> does not terminate the Agreement within this period, he/she or they will be deemed to have accepted the new version of the Agreement. If the account holder(s)<sup>(n)</sup> does not accept the new version of the Agreement, this will result in the closure of the holder(s)'s Air Liquide security account. It is the responsibility of the holder(s)<sup>(1)</sup> to notify by registered mail his/her or their refusal to accept the new version of the Agreement to the following address: AIR LIQUIDE Direction du Service Actionnaires - TSA 91948 - 62978 ARRAS Cedex 9. In any case, in the event of non-acceptance of the new version of the Agreement, the account holder(s)<sup>(n)</sup> will be obliged to close his/her or their Air Liquide security account before the date on which the new version of the Agreement comes into effect. In this case, the Air Liquide security account will be closed and we will be able, at the holder's or the holders discretion, either to transfer the securities to the bank indicated by the holder(s) or to sell them and credit the holder(s)'s bank account with the proceeds of this sale.

## **DIRECTLY REGISTERED STOCK EXCHANGE ORDERS**

Transactions are carried out by CACEIS Bank, a public limited company with a board of directors, entered in the Paris trade and companies register (RCS) under number 692 024 722 and whose head office is located at 1-3, Place Valhubert, 75013 Paris.

- In the case of a legal entity or individual security account, the holder(s)<sup>(n)</sup> may place **buy or sell orders online** from the Shareholder Portal at <https://www.actionairliquide.com>. For security reasons, Air Liquide will assign an ID (per account) as long as this agreement has been duly completed and sent along with the requested supporting documents. **Due to the confidentiality resulting from the use of the login information, the account holder(s)<sup>(n)</sup> accept being considered the sole originators of any transmitted order.**

**Online buy orders**, paid for in full by **automatic direct debit (SEPA only) or by bank card**, and **online sell orders** are subject to a **brokerage rate of 0.1% excluding tax of the transaction amount.**

**Buy or sell orders** sent by **mail, e-mail, or telephone** are subject to a brokerage rate **of 0.18% excluding tax of the gross transaction amount.** The order must contain the direction of the transaction, the number of securities, and the price and validity period for limit orders (maximum of 2 calendar months). If no instructions are provided, orders will be automatically valid until the end of the calendar month, but they may be canceled or modified during this period.

**Any written buy or sell order by e-mail or mail must be accompanied by a copy of the front and back of an identification document.**

**Warning:** the sale of securities on behalf of a minor is considered as an impoverishment and, therefore, the stock exchange order request must be validated (from the Shareholder Portal) or signed (by stock exchange order form) by the 2 legal representatives of the minor child.

After the order is executed, the holders will receive a transaction notice (per account) specifying the execution conditions, fees, and payment terms. It will be available on their online Shareholder Portal.

If purchases of securities are not fully paid for by bank card (limited to a total of €3,000 gross) or by automatic direct debit (SEPA zone - Authorized direct debits) and the account does not have enough **securities to cover the amount**, a **deposit of 80%** of the amount of the purchases must be sent to Air Liquide by bank transfer<sup>(2)</sup>. The security account ID must be indicated in the transfer reference. The balance of the purchase price will be due upon receipt of the transaction notice.

- **In the case of a usufruct and bare ownership securities account**, the bare owners can send their stock exchange transaction requests **only via the stock exchange order form** sent by e-mail or post.

This request must be accompanied by **the signed agreement of all the members of the usufruct/bare ownership account** and by **the copy of their identity papers**. The order must contain the direction of the operation, the number of securities, the validity period (2 calendar months maximum). If no indication is given, the orders are automatically valid until the end of the calendar month, but they can be canceled or modified during this period. The brokerage rate applied will be 0.18% excl. After execution of the order, the first of the bare owners will receive a transaction notice specifying the execution conditions, the fees and the settlement terms.

- **In the case of an undivided security account**, the representative of the undivided ownership can send his stock exchange transaction requests, **only via the stock exchange order form** sent by e-mail or post. This request must be accompanied by **the signed agreement of all the undivided co-owners** and **the copy of their identity papers**. The order must contain the direction of the operation, the number of securities, the validity period (2 calendar months maximum). If no indication is given, the orders are automatically valid until the end of the calendar month, but they can be canceled or modified during this period. The brokerage rate applied will be 0.18% excl. After execution of the order, the representative of the undivided interest will receive a notice of operation specifying the conditions of execution, the expenses and the terms of settlement.

Unless otherwise specified, the funds will be paid into the account of the representative of the undivided interest.

- **In the case of a minor's securities account**, the stock exchange order must be validated (from the Shareholder Portal) or signed (by stock exchange order form) by the 2 legal representatives of the minor child.

If no payment is received for purchases by the deadlines indicated on the transaction notice, Air Liquide may sell all or part of the directly registered securities from the security account of the holder(s).

Air Liquide, in its capacity as custody account keeper, has the obligation to return the securities it holds in its books on behalf of the account holder(s). However, Air Liquide will be unable to return the securities registered in the securities account if they are subject to unavailability either as a conservatory measure, or by virtue of an enforceable title, or encumbered by a judicial or conventional security in favor of Air Liquide or another creditor.

Air Liquide may object to the return of the securities in custody in the event that fees remain due by the holder(s).

Air Liquide's responsibilities in its capacity as custody account keeper cease, for securities whose return has been requested, as soon as this return is carried out.

The holder(s)<sup>(1)</sup> are informed and acknowledge that, pursuant to the provisions of the French Monetary and Financial Code, Air Liquide, in its capacity as custodian account keeper, has a right of set-off enabling it to be guaranteed, with regard to the holder(s), for all debts due to him/her or them and arising from the execution of buy and sell orders on behalf of holder(s) or due to the substitution of the defaulting holder(s) for the settlement of transactions, including receivables arising from loans or advances. In addition to this lien, Air Liquide may benefit from other security interests, liens, and/or rights of set-off.

Unless otherwise agreed in writing, and provided that the nature of the securities so permits, all securities held in the account by Air Liquide are subject to the fungibility regime.

The holder(s)<sup>(1)</sup> agree that Air Liquide will, where appropriate, transfer these securities to an institution managing a clearing or liquidation system.

Pursuant to the provisions of the French Monetary and Financial Code and the French Civil Code, the holder(s) expressly authorize Air Liquide to make adjustments to his/her or their security account in the event of an adjustment of an executed order or of the position eligible for a corporate action or in the event of an error or default, in particular of Air Liquide, a central depository, or an intermediary. Regularizations may only relate to securities and cash amounts strictly necessary for the regularization of the

transaction(s) and must be carried out as soon as possible from the date on which Air Liquide becomes aware of the regularization to be carried out.

In the event of a dispute, jurisdiction is conferred on the courts of the location of the head office of L'Air Liquide S.A.

Whenever it deems it reasonably necessary in view of its obligations, CACEIS Bank may, through Air Liquide, request any explanation and the production of any supporting document from the holder(s)<sup>(1)</sup>, mainly:

- concerning any transactions that appear unusual because of, in particular, their methods, amount, or exceptional nature compared with those previously processed by the holder(s)<sup>(1)</sup>;
- concerning the source of the funds used to purchase directly registered securities;

· concerning the true identity of the persons for whose benefit the account is opened, if it appears that the holder(s) might not act on their own behalf, subject to the application of the special rules of the legislative framework

governing registered intermediaries within the meaning of Article L 228-1 of the French commercial code.

## **FEES**

The directly registered security account is managed **free of charge without custody fees**.

Only brokerage fees of **0.1% excluding tax or 0.18% excluding tax** (depending on the order placement and payment methods) of the gross transaction amount (with no minimum) are collected by CACEIS Bank for the execution of stock exchange orders. In addition, in accordance with the French amending finance law of 2017, the tax on **financial transactions** is applicable at the **rate of 0.3%** on purchases of securities.

## **CLOSING THE SECURITY ACCOUNT**

- **Closing on the initiative of the account holder(s)**: the security account is closed upon receipt of a written request signed by the representative(s) along with a copy of the representative's or both representatives identification documents. The securities are then transferred in France or sold in accordance with the received instructions.

- **Death of one or more holders of a securities account as an individual or an undivided securities account**: the death of one or more holders of a securities account leads to the account being frozen. The account is closed at the end of the liquidation of the estate.

- **Death of one or more holders of a securities account in usufruct and bare ownership**:

**If the usufructuary dies**: the death of the usufructuary leads either to the creation of an undivided account for the benefit of all the bare owners, or to the distribution of the securities in the account to each of the bare owners, according to written and signed instructions from all the beneficiaries, accompanied by a copy of their identity card or according to instructions received from the notary in charge of the estate.

**If one of the bare owners dies**: the death of one of the bare owners leads to the account being frozen. The account is released upon receipt of instructions from the notary in charge of the estate.

- **Death of the representative for a legal entity security account**: the death of the representative or the corporate officer entails a freeze on the account. Any closure of the account occurs once the estate liquidation operations are completed.

## **RECORDING OF PHONE CONVERSATIONS**

To facilitate the monitoring of the lawfulness of transactions and their compliance with the instructions of the order initiators, recordings of telephone communications with Air Liquide may be made and held for six (6) months. Account holder(s) have the right to object to such recording. In this case, the account holder(s) must submit their requests by mail to the address: AIR LIQUIDE Direction du Service Actionnaires – TSA 91948 - 62978 ARRAS Cedex 9, or via our online contact form: <https://www.airliquide.com/investors/individual-shareholders/contact>

Holder(s)<sup>(1)</sup> have a right of access and rectification of recordings concerning them.

## **PROTECTION OF PERSONAL DATA**

The personal data indicated on the front are required. They are collected by L'Air Liquide S.A. – 75 Quai d'Orsay, 75007 Paris – for securities management purposes. The processing of such data is necessary for the performance of the account agreement to which you are a party.

To comply with legal obligations, the data may be communicated to the competent authorities. In addition, the tools used for securities management may involve the transmission of such personal data to service providers located in non-EEA countries (in particular, the USA) for hosting purposes. In this case, Air Liquide takes the necessary measures to guarantee an adequate level of protection of your data through the signing of the European Commission's Standard Contractual Clauses.

For anti-money laundering purposes, the data may be communicated to the French tax authorities.

Personal data will be retained for five (5) full calendar years after the account is closed. The rights of access, rectification, deletion, and portability pertaining to the personal data that you have provided as well as the right to provide instructions regarding your personal data after your death and to request the limitation of the processing of your personal data may be exercised with the Shareholder Services Division:

· by **mail** sent to the following address: AIR LIQUIDE Direction du Service Actionnaires - TSA 91948 - 62978 ARRAS Cedex 9, · via our **online contact form**: <https://www.airliquide.com/group/contact-us-gdpr>

You may also lodge a complaint with the competent data protection authority, which is the CNIL in France.

Data protection officer:

Laurence Thomazeau - L'Air Liquide S.A. - 75 quai d'Orsay - 75321 Paris Cedex 07

(1) or the representative(s)

(2) AIR LIQUIDE bank details for bank transfers to pay for your purchases:

**AIR LIQUIDE SA** - CACEIS Bank - **BIC: ISAEFRPP** - **IBAN: FR76 18129 00010 00500105695 18**