

Subscription form

for L'Air Liquide S.A. shares

Capital increase reserved for employees

Subscriptions are open from November 06 to 16, 2023

MyAL
Share
2023

To be completed by the employee or, alternatively, by the employer

Employee's Air Liquide Unique ID:

Employee's local ID:

Subsidiary's code:

Date of birth: ____/____/____

Country of birth:

Town/City of birth:

☐ Mr ☐ Mrs

Last name:

First name(s):

E-mail:

Phone number:

Residential address:

Postcode: Town/City:

Country:

To subscribe online...

Connect to myalmyshare2023.airliquide.com, "Subscribe to myAL myShare 2023" tab, before the last day of the subscription period (i.e., on November 16, 2023, before noon, Paris time) with your login and password indicated in the letter and/or the e-mail which you were provided.

... or subscribe with this form

(to be received by your HR department before the end of the subscription period at the latest)

I acknowledge that I have read the documentation available on the website myalmyshare2023.airliquide.com, "Download documents" section. I acknowledge that I have been informed of the conditions required to participate in the offer and I accept them. I also consent to the representations and undertakings stated on the reverse side of this form including the terms on the protection of personal data.

Lastly, I accept the terms and conditions of the individual direct registered share account agreement with L'Air Liquide S.A. Shareholder Services, to which I have access on the website myalmyshare2023.airliquide.com.

I request to subscribe for the number of L'Air Liquide S.A. shares indicated below, on the following conditions:

My subscription request in Polish zloty (Minimum subscription amount: 1 share)

A		B	X	=	C
<input type="text"/>		<input type="text"/>			<input type="text"/>
Number of shares desired*		Subscription price per share (in Polish zloty)**			(in Polish zloty)

* Subject to a possible reduction (please see the back of this form).

** Equivalent in Polish zloty of the subscription price in euros, as communicated by my employer.

My payment Tick the relevant box

☐ Over 12 months, by monthly payroll or benefits deduction

(by choosing the subscription amount, I must take into account that each monthly amount of deductions may not exceed 10% of my net monthly salary) By choosing this form of payment, I agree to enter into a written loan agreement with my employer. The loan amount will be used to cover my subscription and will be repaid by deduction from my salary or benefits for twelve consecutive months, starting from salary or benefits due for January 2024 to December 2024. The loan agreement will include authorization for my employer to make deductions from my salary or benefits. Notwithstanding the limitation on the amount of payment by deduction indicated above, I have noted that certain amount of my monthly salary, equal to 80% of statutory minimum net remuneration must be free from deduction. I am obliged to take that into account when deciding on the amount of my subscription.

or

☐ In full upfront

By choosing this form of payment, I will transfer the full amount of my subscription to my employer's bank account, within the timeframe specified by my employer after the end of the subscription period. The account number to be paid and the due date will be emailed to me by my employer. I accept that by choosing to pay the full amount in advance, my employer may transfer the subscription amount I have chosen to L'Air Liquide S.A. and I am therefore obligated to pay this amount to my employer's account.

I have kept a copy of this subscription form.

I will give this original copy to my employer's Human Resources Department. I hereby agree to subscribe for (number of shares I wish to subscribe, in words)

Signed in: Confirmation of receipt by HR department

On: ____/____/____ Form has been received on:

Signature of subscriber preceded by the handwritten words "Read and approved":

Acknowledgment of receipt by HR

Form received on:

To be valid, this form must be received before the subscription period ends.

Representations and undertakings

I subscribe for L'Air Liquide S.A. shares as part of a capital increase of this company, reserved for members of a plan.

Documentation

- I acknowledge that I have read the brochure, the local supplement, the information document for employees in Poland and the regulations of the International Group Share Purchase Plan available on the website myalmyshare2023.airliquide.com, "Download documents" section.
- I am informed that the local supplement includes a tax note which describes the taxation in my country (discount, dividends and capital gains, if any, or taxation related to payroll or benefits deduction for the purpose of repaying a loan granted to finance my subscription, if any) and specifies whether there is any taxation applicable at subscription.
- I am invited to consult the L'Air Liquide S.A. Universal Registration Document, which contains important information on the company's business, strategy and objectives, as well as on the risk factors inherent to the company and its activities, and on its financial result.

Eligibility to the Offering

- I declare that I am an employee of a company of the Air Liquide group that is a member of the Air Liquide International Group Share Purchase Plan, for at least three months before the subscription period closing date (i.e., on November 16, 2023) (an "Employee").
- The shares subscribed under this Offering are strictly reserved to the Employees. The shares are necessary held in an account in the name of the Employee and cannot be held in a joint account, even if the co-holder of the joint account is also an employee of Air Liquide. If the Employee has already an individual account opened in the register of registered shareholders of L'Air Liquide SA, the shares subscribed will be registered in the name of the Employee. Otherwise (no account or a joint account only), a new account in the sole name of the Employee will be opened in order to deposit the subscribed shares. Any subsequent request to convert the individual account into a joint account will be refused.

Subscription Terms and Conditions

- I have duly noted that for my subscription to be valid I must have subscribed online on the subscription closing date at the latest. In case of subscription with a paper form, I undertake to send my subscription form to my local HR correspondents in reasonable time to allow entering information about subscription to online system before the end of the subscription period.
- Irrespective of whether I subscribe with a paper form or online, my subscription cannot be cancelled after the subscription period closing date (i.e., on November 16, 2023). If I send several paper subscription forms to my local HR correspondents, only the latest form will be processed.
- I have duly noted that my subscription makes me a member of the Air Liquide International Group Share Purchase Plan.
- I have duly noted that the offer of shares and Air Liquide International Group Share Purchase Plan are governed by French law.

Subscription Price

- I declare that I am informed of the subscription price of the shares.
- The subscription price of one share is set in euros by the CEO, as authorized by the Board of Directors of L'Air Liquide S.A., and is equal to the average of the opening trading prices over the 20 trading days preceding this decision, discounted by 20%. This subscription price is converted to Polish zloty based on the exchange rate set by L'Air Liquide S.A. on or around October 30, 2023, before the subscription period.

Subscription Limits

- I have duly noted that the maximum amount of my subscription to this offer is up to 25% of my estimated gross annual remuneration for 2023 and if I have chosen to pay by payroll or benefits deduction, I further confirm that my subscription does not exceed 10% of my projected annual net salary. I further confirm that by choosing to pay by means of payroll or benefits deduction, I have taken into account the requirement that part of my remuneration corresponds to 80% of the net minimum wage must be free from deductions.

Lock-Up Period

- I have duly noted that my shares will be held and locked-up in the Air Liquide International Group Share Purchase Plan for five years from the date of the capital increase scheduled for December 7, 2023, unless I am eligible for an early exit event (the early exit events are listed in the local supplement).

Risks Related to My Investment

- I have duly noted that the value of my investment will fluctuate upwards or downwards in line with the L'Air Liquide S.A. share price.
- Given the risk linked to an investment in shares, the French *Autorité des Marchés financiers* recommends that subscribers assess the need to diversify the risks of their total financial savings.
- I also declare that I am informed that my investment is denominated in euros (shares are traded on the Paris stock exchange in euro) and that I may therefore be subject to a currency risk between Polish Zloty and euro. The exchange rate between Polish Zloty and euro is set by L'Air Liquide S.A. only for the purpose of subscription and does not protect against currency risk after the subscription. In particular, I understand that during the life of the investment, if the value of the euro strengthens relative to the Polish Zloty, the value of the shares expressed in Polish Zloty will increase. On the other hand, if the value of the euro weakens relative to Polish Zloty, the value of the shares expressed in Polish Zloty will decrease.

My decision whether or not to participate in this offer is entirely personal and voluntary

- My decision is not based on any financial, tax or other advice from any Air Liquide group company or from its employees or executive officers.
- My decision will have no effect, either positive or negative, on my employment within the Air Liquide group and does not affect my conditions of employment.
- Nothing contained in any materials or information distributed or made available to me in connection with the offer and my subscription to the offer shall confer upon me any right or entitlement in respect of my employment.
- The opportunity to participate in the *myAL myShare 2023* offering within the International Group Share Purchase Plan in no way assumes the existence of future offers or the potential opportunity to participate in them.

In the event of over-subscription

- I have duly noted that my subscription request for L'Air Liquide S.A. shares may be reduced in the event of over-subscription, that is, if the total number of requests for shares subscribed is greater than 750,000.
- In this event, the highest subscriptions will be reduced to a level that will make it possible to serve all subscribers, as far as possible. I will be informed by my entity's HR of the reduction a few days after the subscription period closes. The information will also be available on the website myalmyshare2023.airliquide.com, under the "Subscribe to *myAL myShare 2023*" tab.

Payment default

- If I fail to pay the amount due in any of the payment methods selected, my subscription may be canceled in whole or in part. In addition, in the event of payment default I irrevocably authorize L'Air Liquide S.A. to sell or to proceed with the sale of my shares, without prior or formal notice, in accordance with applicable law, and to allocate the proceeds to the payment of the corresponding amount of my subscription (this may include transferring this amount to my employer, if it financed my subscription).
- If the proceeds of the sale were not sufficient to pay the above amount, I would remain indebted for the corresponding amount. If I choose to pay full upfront, my employer may pay the subscription amount to L'Air Liquide SA after the end of the subscription period and before the transfer is made by me to my employer's account, in which case I am liable to reimburse the subscription amount to my employer. In addition, my employer reserves the right to take legal action against me to recover the unpaid amount.

Payment through payroll or benefits deduction

- Each installment payment made by salary or benefits deduction cannot exceed 10% of my projected net monthly salary.
- In the event of termination of my employment contract, for any reason, prior to the end of the monthly payments, I hereby irrevocably authorize my employer to withhold any amounts that remain outstanding for the full payment from the amounts that may be owing to me, and I undertake to pay any remaining balance immediately. I undertake to confirm this authorization in writing with respect to specific outstanding amount. Failing compliance, my employer will be entitled to request the sale of my shares in the proportion necessary to repay the balance plus commissions and any charges and to receive the proceeds. Also, for such case I hereby irrevocably authorize L'Air Liquide S.A. to sell or to proceed with the sale of my shares, without prior or formal notice, in accordance with applicable laws, and to transfer the proceeds from such sale to my employer for the purpose of repayment of my loan extended to cover my subscription, together with commissions and any other charges and I authorize my employer to allocate received proceeds from sale of shares to repayment of the loan, commissions and other charges.
- Also, if the loan financing my subscription cannot be paid by salary or benefits deduction for any reasons in part or in full, I am obligated to immediately pay outstanding loan amount to my employer and if I fail to do so, the employer will be entitled to request the sale of my shares in the proportion necessary to repay the balance plus commissions and any other charges and to receive the proceeds. In addition, for such case I hereby irrevocably authorize L'Air Liquide S.A. to sell or to proceed with the sale of my shares, without prior or formal notice, in accordance with applicable laws, and to transfer the proceeds from such sale to my employer for the purpose of repayment of my loan extended to cover my subscription, together with commissions and any other charges and I authorize my employer to allocate received proceeds from sale of shares to repayment of the loan, commissions and other charges.
- In the event that, before paying the full amount of my the loan from which my subscription is financed, I would request to sell all or part of my shares in L'Air Liquide S.A. under an early exit event, the unpaid balance of my subscription will become immediately due and payable on the early release date and I undertake to pay the balance due to my employer without delay. In addition, I hereby authorize L'Air Liquide S.A. to transfer the amounts from the sale of shares as an early exit to my employer in order to fully repay the loan used to finance my subscription and authorize my employer to credit the proceeds from the sale of shares towards the repayment of the loan.

Representations and undertakings

Protection of personal data

- This subscription form is subject to the applicable regulations relating to the protection of personal data, particularly General Data Protection Regulation (EU) 2016/679 ("GDPR").
- The information provided in this subscription form and other information processed in relation to this offer in order to prepare it and inform me about the offer (most of all – name, surname, contact details, national ID number, employing entity and job position) is used within the IT data processing by L'Air Liquide S.A. as data controller.

In this context, I note that:

- Provision of data is voluntary. However, the information provided in this subscription form is necessary for the Air Liquide International Group Share Purchase Plan and without it, my subscription cannot be processed;
- Under the provisions of the GDPR I have a right to access, rectification and deletion of personal data that concerns me, right to restriction of processing and right to data portability. I have also the right to define the guidelines relating to the fate of my personal data post-mortem. I also acknowledge that I have the right to withdraw my consent to the processing of personal data at any time, which will not affect the legality of data processing based on it before its withdrawal.
- Where my personal data is processed on the basis of the legitimate interest of data controller and/or third party I have the right to object to the processing of my personal data on grounds relating to my particular situation.
- The personal data provided in this subscription form will be processed by L'Air Liquide S.A. and Uptevia for the purpose of my participation in the share offering, management of the shares subscribed through the Air Liquide International Group Share Purchase Plan, based on the performance of this investment contract (article 6 (1) (b) of the GDPR), for the compliance with legal obligations imposed on data controller, e.g. tax regulations (art. 6(1) (c), and for the legitimate interest of data controller, i.e. for the bookkeeping and administration of the share offering (art. 6 (1) (f)). In case of requesting early exit from the plan I may provide sensitive personal data in order to inform about the reason for the earlier leave – in such case I voluntarily provide the personal data and I consent for its processing (legal basis – art. 6.1.(a) of the GDPR and art 9.2(a) of the GDPR).
- I note that the personal data provided in this subscription form may be sent to any authorized person by L'Air Liquide S.A. for the purposes of centralized management of the Air Liquide International Group Share Purchase Plan, bookkeeping and IT storage of such data in France. I understand that some of my data is provided from the entity which employs me.
- I also acknowledge that my personal data will be accessed by my HR correspondent and/or sent to other authorized persons of the L'Air Liquide S.A.'s subsidiary, which employs me, as well as to Air Liquide Polska sp. z o.o., which coordinates myAL myShare 2023 in Polish subsidiaries of L'Air Liquide S.A. in order to validate my eligibility to the offering. My data may be also sent to the third parties providing their services to data controller (e.g. bookkeepers, printers, IT service providers).
- My data may be transferred outside the European Economic Area exclusively to countries which ensures an adequate level of data protection confirmed by the European Commission or after the implementation of the safeguards required by the provisions of law to ensure adequate level of data protection, i.e. Binding Corporate Rules approved by the competent personal data protection authorities. They may be viewed on the company's website.
- My personal data will be kept for the above-mentioned data processing purposes for the time necessary to implement myAL myShare 2023 and for the management of the Air Liquide International Share Employee Offering, at least until the sale of my shares, and subsequently for the period required by the provisions of law, as well as for archiving purposes until expiration of the term of limitation for any litigation.

- My personal data will not be used for decision making based solely on automated processing, including profiling.

- For any question or claim regarding the processing of my personal data and the exercising of my rights, I can write to one of the following addresses:

L'Air Liquide S.A. /Shareholder Services – French Share Purchase Plan
75, quai d'Orsay – 75321 Paris Cedex 07

or

Laurence Thomazeau, Data Protection Officer
75, quai d'Orsay – 75007 Paris

- I have the right to file a complaint with the data protection authority, e.g. with French supervisory authority by mail to the CNIL – 3, Place de Fontenoy, 75007 Paris or by email at: www.cnil.fr or with Polish supervisory authority PUODO, Stawki 2, 00-193 Warszawa or by email to the <https://uodo.gov.pl/p/kontakt>;
- I shall inform L'Air Liquide S.A. through the platform for management of individual shareholders accounts of any change in my personal details.
- I declare that I have kept a copy of this subscription form.