Dated 11 April 2025



LINDE GMBH

(*Pullach i. Isartal, Federal Republic of Germany*)

and

LINDE FINANCE B.V.

(*Amsterdam, The Netherlands*)

as Issuers

USD 6,500,000,000
COMMERCIAL PAPER PROGRAMME

guaranteed by

LINDE PLC

(*Dublin, Republic of Ireland*)

Arranger

CITIGROUP

Dealers

BARCLAYS

BAYERNLB

CITIGROUP

CRÉDIT AGRICOLE CIB

SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING

TD SECURITIES

This Information Memorandum is dated 11 April 2025

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Important Notice

This Information Memorandum (together with any supplementary information memorandum and information incorporated herein by reference, the "**Information Memorandum**") contains summary information provided by Linde GmbH and Linde Finance B.V. (each an "**Issuer**" and together the "**Issuers**") and Linde plc in its capacity as guarantor (the "**Guarantor**") in connection with a commercial paper programme (the "**CP-Programme**") under which the Issuers may issue and have outstanding at any time commercial paper notes (the "**Notes**") up to a maximum aggregate amount of USD 6,500,000,000 or its equivalent in alternative currencies.

The Notes issued under the CP-Programme will have the benefit of an unconditional and irrevocable guarantee of Linde plc dated April 2025 (the "**Guarantee**").

Under the CP-Programme, the Issuers may issue Notes outside the United States pursuant to Regulation S ("**Regulation S**") of the United States Securities Act of 1933, as amended (the "**Securities Act**"). The Issuers and the Guarantor have, pursuant to a dealer agreement dated 11 April 2025 (the "**Dealer Agreement**"), appointed Citigroup Global Markets Limited as arranger for the CP-Programme (the "**Arranger**") and appointed Barclays Bank Ireland PLC, Bayerische Landesbank, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, Société Générale and TD Global Finance unlimited company as dealers for the Notes (the "**Dealers**"). The Issuers and the Guarantor have authorised and requested the Dealers to circulate the Information Memorandum in connection with the CP-Programme on their behalf to purchasers or potential purchasers of the Notes.

Neither the Issuers, the Guarantor, the Arranger nor the Dealers accept any responsibility, express or implied, for updating the Information Memorandum and neither the delivery of the Information Memorandum nor any offer or sale made on the basis of the information in the Information Memorandum shall under any circumstances create any implication that the Information Memorandum is accurate at any time subsequent to the date thereof with respect to the Issuers or the Guarantor or that there has been no change in the business, financial condition or affairs of the Issuers or the Guarantor since the date thereof.

No person is authorised by the Issuers or the Guarantor to give any information or to make any representation not contained in the Information Memorandum and any information or representation not contained therein must not be relied upon as having been authorised.

Neither the Arranger nor any Dealer has independently verified the information contained in the Information Memorandum. Accordingly, no representation or warranty or undertaking (express or implied) is made, and no responsibility or liability is accepted by the Arranger or the Dealers as to the authenticity, origin, validity, accuracy or completeness of, or any errors in or omissions from, any information or statement contained in the Information Memorandum or in or from any accompanying or subsequent material or presentation.

The information contained in the Information Memorandum is not and should not be construed as a recommendation by the Arranger, the Dealers, the Issuers or the Guarantor that any recipient should purchase Notes. Each such recipient must make and shall be deemed to have made its own independent assessment and investigation of (i) the financial condition, affairs and creditworthiness of the Issuers and the Guarantor and (ii) the CP-Programme, as it may deem necessary and must base any investment decision upon such independent assessment and investigation and not on the Information Memorandum.

Neither the Arranger nor any Dealer undertakes to review the business or financial condition or affairs of the Issuers or the Guarantor during the life of the CP-Programme, nor undertakes to advise any recipient of the Information Memorandum of any information or change in such information coming to the Arranger's or any Dealer's attention. Neither the Arranger nor any of the Dealers accepts any liability in relation to this Information Memorandum or its distribution by any other person. This Information Memorandum does not, and is not intended to, constitute an offer or invitation to any person to purchase Notes.

The distribution of this Information Memorandum and the offering for sale of Notes or any interest in such Notes or any rights in respect of such Notes, in certain jurisdictions, may be restricted by law. Persons obtaining this Information Memorandum or any Notes or any interest in such Notes or any rights in respect of such Notes are required by the Issuers, the Guarantor, the Arranger and the Dealers to inform themselves about and to observe any such restrictions. In particular, but without limitation, such persons are required to comply with the restrictions on offers or sales of Notes and on distribution of this Information Memorandum and other information in relation to the Notes, the Issuers and the Guarantor set out under "*Selling Restrictions*" below.

THE NOTES AND THE GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT AND, SUBJECT TO CERTAIN EXCEPTIONS, MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS (AS DEFINED IN REGULATION S).

No application will be made at any time to list the Notes on any stock exchange. A communication of an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received in connection with the issue or sale of any Notes will only be made in circumstances in which Section 21(1) of the FSMA does not apply to the Issuers or the Guarantor.

Tax

No comment is made, or advice given by the Issuers, the Guarantor, the Arranger or any Dealer in respect of taxation matters relating to the Notes and each investor is advised to consult its own professional adviser.

Interpretation

In the Information Memorandum, references to U.S. Dollars or USD are to United States Dollars, the currency of the United States of America; references to Euros and € refer to the single currency of participating member states of the European Union; references Pounds Sterling and £ are to the currency of the United Kingdom; references to Australian Dollars are to the currency of Australia; references to Canadian Dollars are to the currency of Canada; references to Japanese Yen are to the currency of Japan; references to New Zealand Dollars are to the currency of New Zealand; references to Swiss Francs are to the currency of Switzerland.

Where the Information Memorandum refers to the provisions of any other document, such reference should not be relied upon and the document must be referred to for its full effect.

Solely by virtue of appointment as Arranger or Dealer, as applicable, on this Programme, neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purposes of EU Delegated Directive 2017/593 or the FCA Handbook Product Intervention and Product Governance Sourcebook.

Overview of the CP-Programme

Programme/Programme Volume:	The Issuers may issue short-term Notes under the CP-Programme up to an amount of USD 6,500,000,000.
Issuers:	Linde GmbH, Linde Finance B.V. ("**Linde Finance**").
Guarantor:	Linde plc (the "**Guarantor**").
Guarantee:	The Notes will have the benefit of an unconditional and irrevocable guarantee given by Linde plc (the "**Guarantee**"). The Guarantee constitutes an unsecured and unsubordinated obligation of the Guarantor and ranks *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor.
Arranger:	Citigroup Global Markets Limited.
Dealers:	Barclays Bank Ireland PLC, Bayerische Landesbank, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, Société Générale and TD Global Finance unlimited company.
Fiscal Agent:	Citibank, N.A., London Branch
Currencies:	Notes may be issued in U.S. Dollars, Euro, Australian Dollars, Canadian Dollars, New Zealand Dollars, Pound Sterling, Swiss Francs, Japanese Yen, or such other currency as may be agreed between the relevant Issuer and the relevant Dealer, subject in each case to compliance with legal or regulatory restrictions and requirements of the relevant central bank or other competent bodies applicable to the chosen currency.
Dealer Agreement:	Notes will be issued from time to time by the relevant Issuer to the relevant Dealer or, subject to any legal or regulatory restrictions, by the relevant Issuer directly to investors. The terms and conditions under which the Notes may be subscribed by any Dealer are set out in the Dealer Agreement, as amended from time to time.
Tenor:	Notes shall have a tenor of not less than one and not more than 364 days, calculated from and including the issue date to but excluding the maturity date.
Issue/Series of Notes:	The Notes will be issued with a denomination of USD 200,000 each or such other conventionally and legally accepted denomination for Commercial Paper in the relevant currency and will be issued in series, each in an aggregate principal amount, of not less than USD 2,500,000 or the equivalent thereof. The respective Issuer and the relevant Dealer may agree on a smaller aggregate principal amount for series of Notes provided that the denomination per Note will not be less than EUR 100,000 or the relevant currency equivalent. Notes comprised in a series have identical terms.

	Unless permitted by then current laws and regulations, Notes (in respect of which the issue proceeds are to be accepted by an Issuer in the United Kingdom) will have a minimum denomination of £ 100,000 (or its equivalent in other currencies).
Description of Notes:	The Notes will be issued on a discounted or accumulated basis.
Form of Notes:	The Notes comprised in one series will be represented by a global security in bearer form governed by German law (the "**Global Note**"), which will be issued in Classical Global Note form. The right of holders to demand the printing and delivery of definitive Notes shall be excluded for the entire life-time of the Notes.
Clearing Systems:	Holders of the Notes will acquire co-ownership-interests or other rights in the Global Note issued for the respective series of Notes which is deposited with either Clearstream Banking AG, Frankfurt am Main ("**CBF**"), or a common depositary for Clearstream Banking SA, Luxembourg ("**CBL**"), and Euroclear Bank SA/NV ("**Euroclear**").
Status of Notes:	Notes will constitute unsecured and unsubordinated obligations of the relevant Issuer and will rank *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the relevant Issuer.
Listing:	Unless otherwise agreed for a specific series of Notes, no application will be made to list the Notes issued under the CP-Programme on any stock exchange.
Redemption:	The Notes will be redeemed at their redemption amount (determined by the Calculation Agent, if necessary) on the date specified in the relevant Global Note. Amounts due on the Notes will be paid in the currency in which the Notes are denominated, or, in the case of Dual Currency Notes, the currency agreed upon in the applicable Supplementary Conditions.
Early Redemption:	The Notes are, in certain cases, subject to early redemption at the option of the relevant Issuer.
Notices:	Unless otherwise specified in any applicable Supplementary Conditions, any notices to the Noteholders relating to the Notes will be made to the relevant clearing system through which the Notes are cleared.
Taxation / No Gross-up:	All payments by the relevant Issuer in respect of the Notes will be made subject to deduction of taxes or other duties, if such deduction is required by law. The relevant Issuer will not pay any additional amounts in light of any such deduction. No comment is made, or advice is given by the Issuers, the Arranger or the Dealers in respect of taxation matters relating to Notes and each investor is advised to consult its own professional adviser.

Form of Global Note

WKN: [●] **ISIN: [●]** **Common Code: [●]**

[LINDE GMBH

*(having its corporate seat in Pullach i. Isartal, Federal Republic of Germany)***]**

[LINDE FINANCE B.V.
(*having its corporate seat in Amsterdam, the Netherlands*)**]**

(the "**Issuer**")

unconditionally and irrevocably guaranteed by

LINDE PLC

(the "**Guarantor**")

Global Note No. [●] / Series No. [●]

Aggregate principal amount:	[●]
Currency:	[●]
Dual currency notes:	[yes][1] [no]
Number of Notes:	[●]
Denomination of each Note:	[●]

[In case of discounted Notes, the following section is inserted:

Rate of discount:	[●]% p.a.
Redemption amount	Principal Amount.]

[In case of accumulated Notes, the following section is inserted:

Rate of accumulation:	[●]% p.a.
Redemption amount	[●]% of Principal Amount]

Issue date:	[●]
Maturity date:	[●]
Early redemption at the option of the Issuer (§ 3(3)):	[applicable][2] [not applicable]
Supplementary Conditions[3]:	[applicable] [not applicable]
Other Fiscal Agent[4]:	[●]

[1] Select "yes" for Notes which may be redeemed in another currency than stated above If "yes" is selected, Supplementary Conditions are to be attached to this Global Note.

[2] If "applicable" is selected, Supplementary Conditions are to be attached to this Global Note.

[3] Supplementary Conditions are to be attached to this Global Note in case of dual-currency or Notes with a call option of the Issuer.

[4] Complete if Fiscal Agent is not Citibank, N.A., London Branch.

Calculation Agent[5]:	[●]
Clearing System[6]:	CBF ☐ CBL / Euroclear ☐

This Global Note represents the above-mentioned Notes. The Notes are subject to the Conditions of Issue annexed hereto to the extent they are not amended or supplemented by Supplementary Conditions also annexed to this Global Note (if any). The Issuer undertakes to pay to, or to the order of, the bearer of this Global Note the amounts payable in respect of the Notes represented by this Global Note in accordance with the terms and conditions applicable to them pursuant to the foregoing.

There is no right to request the printing and delivery of definitive Notes.

This Global Note Global Note is governed by, and shall be construed in accordance with, German law.

This Global Note shall only be valid if it has been signed by authorized signatories of the Issuer and has been authenticated by or on behalf of the Fiscal Agent.

[Pullach i. Isartal**]** **[**Amsterdam**]** _____ **[**Linde GmbH**]** **[**Linde Finance B.V.**]**
(Date)

_____	_____
(Authorised Signatory)	(Authorised Signatory)

Authenticated

by _____	by _____
(without recourse, warranty or liability)	(without recourse, warranty or liability)
_____	_____
(Authorised Signatory)	(Authorised Signatory)

[5] Always to be completed in the case of dual-currency Notes

[6] Indicate the relevant Clearing System

Übersetzung

FORM DER GLOBALURKUNDE

WKN: [●] **ISIN: [●]** **Common Code: [●]**

[LINDE GMBH

*(mit Sitz in Pullach i. Isartal, Bundesrepublik Deutschland)***]**

[LINDE FINANCE B.V.
(*mit Sitz in Amsterdam, Niederlande*)**]**

(die "**Emittentin**")

unbedingt und unwiderruflich garantiert durch die

LINDE PLC

(die "**Garantin**")

Globalurkunde Nr. [●] / Serien Nr. [●]

Gesamtnennbetrag:	[●]
Währung:	[●]
Doppelwährungs-Schuldverschreibung:	[ja][7] [nein]
Anzahl der Schuldverschreibungen:	[●]
Nennbetrag jeder Schuldverschreibung:	[●]

[Im Fall von abgezinsten Schuldverschreibungen ist das Folgende einzusetzen:

Abzinsungssatz:	[●]% p.a.
Rückzahlungsbetrag:	Nennbetrag]

[Im Fall von aufgezinsten Schuldverschreibungen ist das Folgende einzusetzen:

Aufzinsungssatz:	[●]% p.a.
Rückzahlungsbetrag:	[●]% des Nennbetrages]

Begebungstag:	[●]
Fälligkeitstag:	[●]
Vorzeitige Rückzahlung nach Wahl der Emittentin (§ 3(3)):	[anwendbar][8] [nicht anwendbar]
Ergänzungsbedingungen[9]:	[anwendbar] [nicht anwendbar]

[7] "Ja" ist auszuwählen, wenn die Schuldverschreibungen in einer anderen als der angegebenen Währung zurückgezahlt werden können. Ist "ja" gewählt, sind der Globalurkunde Ergänzungsbedingungen beizufügen.

[8] Ist "anwendbar" gewählt, sind der Globalurkunde Ergänzungsbedingungen beizufügen.

[9] Ergänzungsbedingungen müssen der Globalurkunde beigefügt werden im Fall von Doppelwährungs-Schuldverschreibungen oder bei Schuldverschreibungen mit einem Wahlrecht der Emittentin zur vorzeitigen Rückzahlung.

Andere Zahlstelle[10]:	[●]	
Berechnungsstelle[11]:	[●]	
Clearing System[12]:	CBF ☐	CBL / Euroclear ☐

Diese Globalurkunde verbrieft die vorstehend bezeichneten Schuldverschreibungen. Für die Schuldverschreibungen gelten die anhängenden Anleihebedingungen, soweit diese nicht durch Ergänzungsbedingungen ergänzt oder modifiziert werden, die ebenfalls der Globalurkunde beigefügt sind (falls vorhanden). Die Emittentin verpflichtet sich, dem Inhaber der Globalurkunde oder gemäß dessen Order, die fälligen Beträge auf die Schuldverschreibungen, die durch die Globalurkunde repräsentiert sind, gemäß den anwendbaren Anleihebedingungen zu zahlen, gemäß dem Voranstehenden.

Der Anspruch auf Druck und Lieferung von Einzelurkunden ist ausgeschlossen.

Diese Globalurkunde unterliegt deutschem Recht.

Diese Globalurkunde ist nur wirksam, wenn sie die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin trägt und von der Zahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen wurde.

[Pullach i. Isartal**]** **[**Amsterdam**]** _____ **[**Linde GmbH**]** **[**Linde Finance B.V.**]**
(Datum)

_____	_____
(Zeichnungsberechtigter)	(Zeichnungsberechtigter)

Kontrollunterschrift

durch _____	durch _____
(ohne Rückgriff, Garantie oder Haftung)	(ohne Rückgriff, Garantie oder Haftung)
_____	_____
(Zeichnungsberechtigter)	(Zeichnungsberechtigter)

[10] Ausfüllen, wenn die Zahlstelle nicht Citibank, N.A., London Branch ist.

[11] Immer ausfüllen im Fall von Doppelwährungs-Schuldverschreibungen

[12] Das relevante Clearing System ist anzugeben.

Conditions of Issue

The German text of the Conditions of Issue is the legally binding one. The English translation is for convenience only.

Anleihebedingungen

§ 1
Allgemeine Bedingungen

(1) *Währung, Gesamtnennbetrag, Anzahl und Nennbetrag.* Die Währung, der Gesamtnennbetrag der Schuldverschreibungen, ihre Anzahl sowie der Nennbetrag der einzelnen Schuldverschreibungen sind auf der Globalurkunde aufgeführt.

(2) *Bedingungen, Ergänzungsbedingungen.* Jegliche aus diesen Schuldverschreibungen hervorgehende Rechtsangelegenheiten bestimmen sich nach diesen Anleihebedingungen. Im Fall von Doppelwährungs-Schuldverschreibungen oder Schuldverschreibungen mit vorzeitiger Rückzahlung nach Wahl der Emittentin, werden diese Anleihebedingungen durch hieran angehängte Bedingungen ergänzt (die "**Ergänzungsbedingungen**").

(3) *Inhaberschuldverschreibungen, Globalurkunden, Form.* Die Schuldverschreibungen sind in einer Inhaber-Globalurkunde ohne Zinsscheine ("**Globalurkunde**") verbrieft, die entweder bei der Clearstream Banking AG, Frankfurt am Main ("**CBF**"), oder einer gemeinsamen Verwahrstelle für Clearstream Banking société anonyme, Luxemburg ("**CBL**"), und Euroclear Bank SA/NV, als Betreiberin des Euroclear-Systems ("**Euroclear**"), wie in der Globalschuldurkunde angegeben (CBF bzw. CBL/Euroclear jeweils nachstehend als "**Maßgebliches Clearing-System**" bezeichnet), hinterlegt ist. Zinsansprüche auf die Schuldverschreibungen sind nicht gesondert verbrieft. Schuldverschreibungen in effektiven

Conditions of Issue

§ 1
General Provisions

(1) *Currency, Principal Amount, Number and Denomination.* The currency, aggregate principal amount and number of Notes as well as the principal amount of each Note shall be as set forth on the global note.

(2) *Terms, Supplementary Conditions.* The legal relations created by the Notes are governed by these Conditions of Issue. If the Notes constitute dual currency Notes or Notes subject to early redemption at the option of the Issuer, these Conditions of Issue will be supplemented by the Supplementary Conditions appended to this instrument (the "**Supplementary Conditions**").

(3) *Bearer Notes, Global Notes, Form.* The Notes are represented by a global security in bearer form without interest coupons (the "**Global Note**") deposited with either Clearstream Banking AG, Frankfurt am Main ("**CBF**") or a common depositary for Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV, as operator of the Euroclear System ("**Euroclea**r"), as specified in the Global Note (CBF or CBL/Euroclear, hereinafter referred to as the "**Relevant Clearing System**"). Entitlements to interest (if any) on the Notes are not evidenced by a separate instrument. Notes in definitive form will not be issued. The Global Note shall be signed by authorized signatories of the Issuer and shall be authenticated by or on

Urkunden werden nicht ausgegeben. Die Globalurkunde trägt die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Zahlstelle oder in deren Namen mit einer Kontrollunterschrift zu versehen. Im Fall von Ergänzungsbedingungen tragen diese die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin.

behalf of the Fiscal Agent. Supplementary Conditions, if any, shall be signed by authorized signatories of the Issuer.

§ 2
Status

Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind.

§ 2
Status

The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer.

§ 3
Rückzahlung, vorzeitige Rückzahlung.

(1) *Rückzahlung*. Die Schuldverschreibungen werden an dem in der Globalurkunde genannten Fälligkeitstag zu ihrem (ggf. von der Berechnungsstelle ermittelten) Rückzahlungsbetrag zurückgezahlt, wie auf der Globalurkunde näher ausgeführt.

(2) *Doppelwährungs-Schuldverschreibungen.* Im Fall von Doppelwährungs-Schuldverschreibungen, wird die Berechnung des Rückzahlungsbetrages durch die Berechnungsstelle gemäß den Ergänzungsbedingungen erfolgen.

(3) *Vorzeitige Rückzahlung*. Im Falle von Schuldverschreibungen, die nach Wahl der Emittentin an dem/den in den Ergänzungsbedingungen angegebenen Rückzahlungstag(en) zu de(m)(n) angegebenen Rückzahlungsbetrag/-beträgen vorzeitig zurückgezahlt werden können, ist die Emittentin berechtigt, die Schuldverschreibungen (insgesamt, jedoch nicht nur teilweise) durch Erklärung gemäß § 7 unter Einhaltung einer Frist von nicht weniger als fünf Bankarbeitstagen vor dem betreffenden

§ 3
Redemption, Early Redemption

(1) *Redemption*. The Notes will be redeemed at their redemption amount (determined by the Calculation Agent, if applicable) as specified on the Global Note on the maturity date specified in the Global Note.

(2) *Dual Currency Notes*. In the case of dual currency Notes, the calculation of the redemption amount will be made by the Calculation Agent in accordance with the Supplementary Conditions.

(3) *Early Redemption*. In the case of Notes which are subject to early redemption at the option of the Issuer at the redemption amount(s) and on the redemption date(s) specified in the Supplementary Conditions, the Issuer may call and redeem the Notes (in whole but not in part) on giving notice in accordance with § 7 not less than five Banking Days before the relevant redemption date. In such case the Issuer shall redeem the Notes on the redemption date specified in the notice.

Rückzahlungstag zu kündigen. In diesem Fall hat die Emittentin die Schuldverschreibungen an dem in der Erklärung angegebenen Rückzahlungstag zu dem betreffenden Rückzahlungsbetrag zurückzuzahlen.

(4) *Geschäftstagekonvention und Bankarbeitstag*. Wenn der Fälligkeitstag gemäß § 3(1) oder der Rückzahlungstag gemäß § 3(2) auf einen Tag fällt, der kein Bankarbeitstag ist, dann erfolgt die Zahlung an dem nächstfolgenden Bankarbeitstag (es sei denn, dieser Tag liegt mehr als 364 Tage nach dem Begebungstag der Schuldverschreibungen, in welchem Fall die Zahlung an dem unmittelbar vorangehenden Bankarbeitstag erfolgt). Die Anleihegläubiger sind nicht berechtigt, Zinsen oder sonstige Zahlungen aufgrund dieser Verschiebung der Zahlung zu verlangen.

"**Bankarbeitstag**" bezeichnet einen Tag, (außer einem Samstag oder Sonntag), an dem das Clearing System offen ist, sowie,

(a) sofern die Schuldverschreibungen nicht auf Euro lauten, Geschäftsbanken allgemein für Geschäfte in dem/den relevanten Finanzzentrum(en) der in der Globalschuldurkunde angegebenen Währung geöffnet sind und Devisenmärkte Zahlungen in dem/den relevanten Finanzzentrum(en) der in der Globalschuldurkunde angegebenen Währung abwickeln; bzw.

(b) wenn die Schuldverschreibungen auf Euro lauten, alle betroffenen Bereiche des vom Eurosystem betriebenen Echtzeit-Bruttoabwicklungssystem oder ein Nachfolgesystem ("**T2**") offen sind, um Zahlungen abzuwickeln.

(4) *Business Day Convention and Banking Day*. If the maturity date in accordance with § 3(1) or the redemption date in accordance with § 3(2) falls on a date that is not a Banking Day, then the payment shall be made on the next day that is a Banking Day (unless that date falls more than 364 days after the issue date of the Notes, in which event the payment shall be made on the immediately preceding Banking Day). The Noteholders shall not be entitled to any interest or other sums in respect of such postponed payment.

"**Banking Day**" means a day (other than a Saturday or Sunday) on which the Clearing System is open for business, and,

(a) if the Notes are denominated in a currency other than Euro, commercial banks are generally open for business in, and foreign exchange markets settle payments in the principal financial centre of the country of the currency specified in the Global Note; or

(b) if the Notes are denominated in Euro, all relevant parts of the real time gross settlement system operated by the Eurosystem, or any successor system ("**T2**") are open to effect payments.

§ 4
Zahlungen

(1) *Allgemein*. Zahlungen in Bezug auf die Schuldverschreibungen erfolgen an das Clearing System oder (falls anwendbar) dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems außerhalb der Vereinigten Staaten.

(2) *Währung*. Zahlungen in Bezug auf die Schuldverschreibungen erfolgen in der Währung, auf die die Schuldverschreibungen lauten. Im Fall von Doppelwährungs-Schuldverschreibungen die eine Wahl der Emittentin beinhalten, die Währung der Zahlung zu bestimmen, wird die Emittentin spätestens fünf Bankarbeitstage (§ 4(6)) vor dem jeweiligen Fälligkeitstag gemäß § 7 bekanntgeben, in welcher Währung die Zahlung erfolgt.

(3) *Keine periodischen Zinszahlungen*. Periodische Zinszahlungen werden auf die Schuldverschreibungen nicht geleistet.

(4) *Erfüllung*. Die Emittentin bzw. die Garantin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(5) *Verzugszinsen*. Für den Fall, dass die Emittentin die Zahlungen auf die Schuldverschreibungen bei Fälligkeit (oder, wenn der Fälligkeitstag kein Bankarbeitstag ist, am nächsten Bankarbeitstag) unterlässt, und nur in diesem Fall, erfolgt eine Verzinsung des Rückzahlungsbetrages ab dem Fälligkeitstag (einschließlich), bis zum Tag der tatsächlichen Einlösung der Schuldverschreibung (ausschließlich) zu Verzinsungssatz (§4(6)).

(6) *Verzinsungssatz.* Der "**Verzinsungssatz**" ist der auf der Globalurkunde genannte Abzinsungssatz bzw. Aufzinsungssatz.

§ 4
Payments

(1) *General*. Payments in respect of the Notes shall be made to the Clearing System or (if applicable) to its order for credit to the accounts of the relevant account holders of the Clearing System outside the United States.

(2) *Currency.* Payments in respect of the Notes shall be made in the currency in which the Notes are denominated. In the case of dual currency Notes which provide for an option of the Issuer to determine the payment currency, the Issuer shall not less than five Banking Days (§ 4(6)) before the relevant due date give notice in accordance with § 7 specifying the currency in which the payment will be made.

(3) *No Periodic Payments of Interest*. There will be no periodic payments of interest on the Notes.

(4) *Discharge*. The Issuer or, as the case may be, the Guarantor shall be discharged by payment to, or to the order of, the Clearing System.

(5) *Interest after Default*. Should the Issuer fail to redeem the Notes when due (or, where due date is not a Banking Day, on the next succeeding Banking Day), and only in this event, interest at the Rate of Interest (§ 4(6)) shall continue to accrue on the redemption amount from and including the due date to but excluding the date of redemption of the Notes.

(6) *Rate of Interest.* The "**Rate of Interest**" shall mean the rate of discount or the rate of accumulation specified on the Global Note, as the case may be.

§ 5
Steuern

Sämtliche Zahlungen der Emittentin auf die Schuldverschreibungen erfolgen unter Abzug von Steuern oder sonstiger Abgaben, falls ein solcher Abzug gesetzlich vorgeschrieben ist.

§ 5
Taxation

All payments by the Issuer in respect of the Notes will be made subject to deduction of taxes or other duties, if such deduction is required by law.

§ 6
Garantie

Die Linde plc (die "**Garantin**") hat eine unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung aller auf die Schuldverschreibungen zu zahlenden Beträge übernommen. Die Garantie stellt einen Vertrag zugunsten der Anleihegläubiger als begünstigte Dritte im Sinne des § 328 Abs. 1 BGB dar, der jedem Anleihegläubiger das Recht gibt, die Garantin unmittelbar aus der Garantie auf Erfüllung in Anspruch zu nehmen und Ansprüche aus der Garantie unmittelbar gegen die Garantin durchzusetzen.

§ 6
Guarantee

Linde plc (the "**Guarantor**") has given an unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of all amounts payable under any Notes. The Guarantee constitutes a contract for the benefit of the holders of Notes from time to time as third-party beneficiaries in accordance with § 328 paragraph 1 of the German Civil Code (*Bürgerliches Gesetzbuch*), giving rise to the right of each holder of Notes to require performance of the Guarantee directly from the Guarantor and to enforce the Guarantee directly against the Guarantor.

§ 7
Bekanntmachungen

(1) *Bekanntmachung über Clearing-Systeme.* Alle die Schuldverschreibungen betreffenden Bekanntmachungen an die Anleihegläubiger erfolgen gegenüber dem Maßgeblichen Clearing-System, über welches die Abwicklung der Schuldverschreibungen erfolgt. Jede derartige Bekanntmachungen gilt am siebten Tag nach dem Tag der Mitteilung an das Relevante Clearing System als den Anleihegläubigern mitgeteilt.

(2) *Sonstige Bekanntmachungen*. § 7(1) gilt nur in dem Umfang, in dem nicht andere Bedingungen der Ergänzungsbedingungen anwendbar sind.

§ 7
Notices

(1) *Notices through Clearing Systems.* Any notices to the Noteholders relating to the Notes will be made to the Relevant Clearing System through which the Notes are cleared. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to the Relevant Clearing System.

(2) *Other Notices.* § 7(1) shall apply only to the extent not otherwise provided in the Supplementary Conditions.

§ 8
Zahlstelle

(1) *Beauftragte Zahlstelle.* Soweit auf der Globalurkunde nicht anderweitig angegeben, ist die Citibank, N.A., London Branch, Vereinigtes Königreich die Zahlstelle (die "**Zahlstelle**") für die Schuldverschreibungen.

(2) *Übertragung der Zahlstellenfunktion*. Sofern irgendwelche Ereignisse eintreten sollten, die nach Ansicht der Zahlstelle dazu führen, dass sie nicht in der Lage ist, als Zahlstelle tätig zu werden, wird sie mit Zustimmung der Emittentin eine geeignete Bank als Zahlstelle bestellen. Eine Übertragung der Zahlstellenfunktion ist von der Emittentin unverzüglich gemäß § 7 oder, falls dies nicht möglich sein sollte, in sonstiger Weise bekannt zu machen.

(3) *Erfüllungsgehilfen der Emittentin.* Die Zahlstelle und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Anleihegläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet.

§ 8
Fiscal Agent

(1) *Appointed Fiscal Agent.* Unless set forth otherwise on the Global Note, Citibank, N.A., London Branch, United Kingdom will be the fiscal agent for the Notes (the "**Fiscal Agent**").

(2) *Transfer of fiscal agency function*. Should any event occur which in the opinion of the Fiscal Agent would prevent it from acting as fiscal agent, the Fiscal Agent will with the consent of the Issuer appoint an appropriate bank as fiscal agent. A transfer of the fiscal agency function must be announced by the Issuer without delay in accordance with § 7 or, should this prove to be impossible, in some other way.

(3) *Agents of the Issuer.* The Fiscal Agent and the Calculation Agent act exclusively as agents of the Issuer and do not assume any obligations towards the Noteholders and no agency or fiduciary relationship is established between them and the Noteholders.

§ 9
Anwendbares Recht, Gerichtsstand

(1) *Anwendbares Recht*. Form und Inhalt der Schuldverschreibungen bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand*. Nicht ausschließlicher Gerichtsstand für sämtliche Rechtsstreitigkeiten im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main.

§ 9
Applicable Law, Place of Jurisdiction

(1) *Applicable Law*. The Notes shall be governed by, and construed in accordance with, German law.

(2) *Place of Jurisdiction*. Non-exclusive place of jurisdiction for all legal disputes arising out of or in connection with these Notes shall be Frankfurt am Main.

Form of Supplementary Conditions

[*To be appended to the Global Note if the Notes constitute dual currency Notes or Notes subject to early redemption***]**

.....

[LINDE GMBH

(*having its corporate seat in Pullach i. Isartal, Ferderal Republic of Germany*)]

[LINDE FINANCE B.V.
(*having its corporate seat in Amsterdam, the Netherlands*)**]**

(the "**Issuer**")

unconditionally and irrevocably guaranteed by

LINDE PLC

(the "**Guarantor**")

SUPPLEMENTARY CONDITIONS

to Global Note No. [●] /Series No. [●]

WKN: [●] **ISN: [●]** **Common Code: [●]**

☐ **Dual currency notes**

(Set forth details in full here (including exchange rate(s) or basis for calculating exchange rate(s) to determine Redemption Amount/fall-back provisions))

☐ **Early redemption at the option of the Issuer**

(The Redemption Amount(s) will not be lower than the principal amount multiplied by the issue price)

Redemption Date(s): [●] Redemption Amount(s): [●]

☐ **Notices**

(Complete only if § 7(1) of the Conditions of Issue is not applicable)

[Pullach i. Isartal**] [**Amsterdam**]** _____ **[**Linde GmbH**] [**Linde Finance B.V.**]**
(Date)

_____ _____
(Authorised Signatory) (Authorised Signatory)

Muster-Ergänzungsbedingungen

[*Der Globalurkunde beizufügen, wenn die Schuldverschreibungen Doppelwährungs-Schuldverschreibungen oder Schuldverschreibungen mit Wahlrecht zur vorzeitigen Rückzahlung sind***]**

.....

[LINDE GMBH

*(mit Sitz in Pullach i. Isartal, Bundesrepublik Deutschland)***]**

[LINDE FINANCE B.V.
(*mit Sitz in Amsterdam, Niederlande*)**]**

(die "**Emittentin**")

unbedingt und unwiderruflich garantiert durch die

LINDE PLC

(die "**Garantin**")

Ergänzungsbedingungen

zur Globalurkunde Nr. [●] /Serien Nr. [●]

WKN: [●] **ISN: [●]** **Common Code: [●]**

☐ **Doppelwährungs-Schuldverschreibung**

(Einzelheiten hier einfügen (einschließlich Wechselkurs(e) oder der Grundlage für Berechnung des/der Wechselkurs(e) zur Bestimmung des Rückzahlungsbetrages/Ausweichbestimmungen))

☐ **Vorzeitige Rückzahlung nach Wahl der Emittentin**

(Der/die Rückzahlungsbetrag(-beträge) kann/können nicht niedriger sein als der Nennbetrag multipliziert mit dem Ausgabepreis)

Rückzahlungstag(e): [●] Rückzahlungsbetrag(-beträge): [●]

☐ **Bekanntmachungen**

(Nur ausfüllen, wenn § 7(1) der Anleihebedingungen nicht anwendbar ist)

[Pullach i. Isartal**]** **[**Amsterdam**]** _____ **[**Linde GmbH**]** **[**Linde Finance B.V.**]**
(Datum)

_____ _____

(Zeichnungsberechtigter) (Zeichnungsberechtigter)

Guarantee

The German text of the Guarantee is the legally binding one. The English translation is for convenience only.

Form der Garantie

der

LINDE PLC,
Dublin, Irland
(die "**Garantin**")

zugunsten der Gläubiger ("**CP Gläubiger**")
der von der

LINDE GMBH,
Pullach i. Isartal, Bundesrepublik Deutschland
oder
der LINDE FINANCE B.V.,
Amsterdam, Niederlande
(die "**Emittentinnen**")

im Rahmen des USD 6.500.000.000
Commercial Paper Programmes
vom 11. April 2025 (das "**CP-Programm**")
begebenen Schuldverschreibungen.

Die Garantin gewährleistet den CP Gläubigern hiermit unbedingt und unwiderruflich die ordnungsgemäße Zahlung aller auf die nachstehend bezeichneten Schuldverschreibungen fälligen Beträge, nach Maßgabe der für diese Schuldverschreibungen geltenden Anleihebedingungen.

Sinn und Zweck dieser Garantie ist es sicherzustellen, dass die CP Gläubiger unter allen tatsächlichen oder rechtlichen Umständen und ungeachtet der Wirksamkeit und Durchsetzbarkeit der Verpflichtungen der Emittentinnen sowie aller sonstigen Gründe, aus denen die Zahlung durch die Emittentinnen unterbleiben mag, die auf die jeweiligen Schuldverschreibungen fälligen Beträge zu den in den für sie geltenden Anleihebedingungen vorgesehenen Fälligkeitsterminen erhalten.

Die Verbindlichkeiten der Garantin aus dieser Garantie sind mit allen anderen nicht nachrangigen Verbindlichkeiten der Garantin mindestens gleichrangig, soweit diesen Verbindlichkeiten nicht durch zwingende

Form of Guarantee

By

LINDE PLC,
Dublin, Ireland
(the "**Guarantor**")

in favour of the holders of Notes ("**CP Holders**")
issued by

LINDE GMBH,
Pullach i. Isartal, Federal Republic of Germany
or
LINDE FINANCE B.V.,
Amsterdam, The Netherlands
(the "**Issuers**")

under the USD 6,500,000,000
Commercial Paper Programme
of 11 April 2025 (the "**CP-Programme**").

The Guarantor hereby irrevocably and unconditionally guarantees to the CP Holders the due payment of all amounts payable on the Notes described below in accordance with the terms of the Conditions of Issue applicable to the respective Notes.

The intent and purpose of this Guarantee is to ensure that the CP Holders under all circumstances, whether factual or legal, and regardless of the validity and enforceability of the obligations of the Issuers and of any other grounds on the basis of which the Issuers may fail to effect payment, shall receive the amounts payable on the Notes on the due dates provided for in the Conditions of Issue applicable to the respective Notes.

The obligations of the Guarantor under this Guarantee shall rank at least *pari passu* with all other unsubordinated obligations of the Guarantor, unless such obligations are accorded

gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

Diese Garantie gilt für alle von den Emittentinnen begebenen und in den Anleihebedingungen als Teil des CP-Programms gekennzeichneten Schuldverschreibungen, unabhängig davon, ob die in dem CP-Programm vorgesehene Begrenzung des Gesamtnennbetrages der Schuldverschreibungen eingehalten oder, aus welchen Gründen auch immer, überschritten wird.

Diese Garantie wird der Citibank, N.A., London Branch gegenüber zugunsten der CP Gläubiger abgegeben mit der Folge, dass die CP Gläubiger das Recht erwerben, unmittelbar von der Garantin die Erfüllung der in dieser Garantie übernommenen Verpflichtungen zu verlangen (Vertrag zugunsten Dritter gemäß § 328 BGB).

Begriffe, die in dieser Garantie verwendet werden und in den Anleihebedingungen definiert sind, haben in dieser Garantie die gleiche Bedeutung wie in den Anleihebedingungen, soweit sie in dieser Garantie nicht anderweitig definiert sind.

Die Citibank, N.A., London Branch übernimmt keine Treuhänderpflichten für die CP Gläubiger. Sie verpflichtet sich jedoch, das Original dieser Garantie bis zur Erfüllung aller Verpflichtungen aus den hiermit garantierten Schuldverschreibungen und der Garantie zu verwahren.

Die Rechte und Pflichten aus dieser Garantie bestimmen sich in jeder Hinsicht nach deutschem Recht. Erfüllungsort und Gerichtsstand ist Frankfurt am Main.

Woking, im April 2025

Linde plc

Wir nehmen die Bedingungen der vorstehenden Garantie ohne Obligo, Gewährleistung oder Haftung und ohne als Beauftragter, Treuhänder oder in einer ähnlichen Eigenschaft für einen CP Gläubiger zu handeln, an.

London, im April 2025

Citibank, N.A., London Branch

priority under mandatory provisions of statutory law.

This Guarantee applies to all Notes issued by the Issuers and specified in the Conditions of Issue as being part of the CP-Programme, regardless of whether the limitation on the total aggregate amount of Notes outstanding provided for in the CP-Programme is observed or exceeded for whatever reason.

This Guarantee is given to Citibank, N.A., London Branch in favour of the CP Holders with the consequence that the CP Holders acquire the right to directly demand from the Guarantor the performance of the obligations assumed in this Guarantee (contract for the benefit of a third party pursuant to § 328 BGB (German Civil Code)).

Unless otherwise defined herein, terms used herein and defined in the Conditions of Issue shall in this Guarantee have the meaning attributed to them in the Conditions of Issue.

Citibank, N.A., London Branch does not assume any trustee obligations on behalf of the CP Holders. It agrees, however, to hold the original of this Guarantee in custody until all obligations arising from the Notes guaranteed hereunder and the Guarantee have been fulfilled.

The rights and obligations arising from this Guarantee shall in all respects be determined in accordance with German law. Place of jurisdiction shall be Frankfurt am Main.

Woking, in April 2025

Linde plc

We accept the terms of the above Guarantee without recourse, warranty or liability and without acting as agent, fiduciary or in any similar capacity for any CP Holder.

London, in April 2025

Citibank, N.A., London Branch

Linde plc

- Guarantor -

Linde plc is a public limited company incorporated and registered in Ireland with registration number 602527. Its registered address is at Ten Earlsfort Terrace, Dublin 2, D02 T380, Ireland and its principal executive offices are at Forge, 43 Church Street West, Woking, Surrey, GU21 6HT, United Kingdom. Linde plc is registered in the United Kingdom as an overseas company with number FC034479 and its UK establishment is registered at Forge, 43 Church Street West, Woking, Surrey GU21 6HT, United Kingdom with registration number BR019569.

For information about Linde plc and its consolidated subsidiaries, any purchaser or prospective purchaser of Notes issued or to be issued under the CP-Programme is referred to the most recent audited consolidated financial statements contained in its most recent Annual Report on Form 10-K and/or the most recent unaudited quarterly consolidated financial statements of Linde plc contained in its most recent Quarterly Report on Form 10-Q which are, if and when published, available free of charge from its head office specified on the back cover of this Information Memorandum or at www.linde.com. Neither the annual financial statements, any interim financial reports of Linde plc nor any other information that can be found on www.linde.com form part of this Information Memorandum.

Linde GmbH

- Issuer -

Linde GmbH is incorporated as a company with limited liability (*Gesellschaft mit beschränkter Haftung*) under the laws of the Federal Republic of Germany.

Linde GmbH is registered with the commercial register of the Local Court (*Amtsgericht*) in Munich, Federal Republic of Germany, under register number HRB 256407.

Prior to its transformation into a company with limited liability with effect from 5 May 2020, Linde GmbH was a stock corporation under the laws of the Federal Republic of Germany with the legal name "Linde Aktiengesellschaft".

The legal entity identifier (LEI) of Linde GmbH is 529900YTOO5S84BEAW26.

The Guarantor is the ultimate parent company of Linde GmbH.

Linde Finance B.V.

- Issuer -

Linde Finance B.V. is incorporated as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands.

Linde Finance B.V. is registered with the commercial register of the Kamer van Koophandel under Register Number 34115238.

Linde Finance B.V.'s business address is in Dublin, Ireland, where the company is also domiciled for tax purposes.

The legal entity identifier (LEI) of Linde Finance B.V. is 5H8RMHHYTWIP1RKLCE38.

The Guarantor is the ultimate parent company of Linde Finance B.V.

Selling Restrictions

1 General

Each Dealer has represented and agreed, and any new dealer appointed from time to time under the CP-Programme will represent and agree, that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Information Memorandum and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuers nor the Guarantor and any other Dealer shall have any responsibility therefor.

2 United States of America

Each Dealer has confirmed that it understands, and any new dealer appointed from time to time under the CP-Programme will confirm that it understands, that the Notes and the Guarantee have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S. Each Dealer has represented and agreed, and any new dealer appointed from time to time under the CP-Programme will represent and agree, that it has not offered or sold, and will not offer or sell, any Notes and the Guarantee constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S. Terms used above have the meaning given to them by Regulation S. Each Dealer has also represented and agreed, and any new dealer appointed from time to time under the CP-Programme will represent and agree, that it has offered and sold the Notes and the Guarantee, and will offer and sell the Notes and the Guarantee (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date (the "**distribution compliance period**"), only in accordance with Rule 903 of Regulation S. Each Dealer has agreed, and any new dealer appointed from time to time under the CP-Programme will agree, that, at or prior to confirmation of sale of Notes and the Guarantee, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes and the Guarantee from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Each Dealer has also represented and agreed, and any new dealer appointed from time to time under the CP-Programme will represent and agree, that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes and the Guarantee, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S. Terms used above have the meaning given to them by Regulation S.

3 United Kingdom of Great Britain and Northern Ireland ("United Kingdom")

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, and any new dealer appointed from time to time under the CP-Programme will represent and agree, that:

a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") by the relevant Issuer or the Guarantor;

b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and

c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

4 The Netherlands

Each Dealer has represented and agreed, and any new dealer appointed from time to time under the CP-Programme will represent and agree, that it has complied and will comply with the requirement under the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) that bearer zero coupon Notes and other Notes which qualify as savings certificates as defined in the Dutch Savings Certificates Act may be transferred and accepted only through the mediation of either the relevant Issuer or a Member of Euronext Amsterdam N.V. with due observance of the Dutch Savings Certificates Act (including registration requirements), except in the case of (i) the initial issue of such Notes to the first holders thereof, (ii) any transfer and acceptance by individuals who do not act in the conduct of a profession or trade, and (iii) any transfer and acceptance of such Notes, if they are physically issued outside the Netherlands and are not distributed in the Netherlands in the course of primary trading or immediately thereafter.

Each Dealer has represented and agreed, and any new dealer appointed from time to time under the CP-Programme will represent and agree, that, in order to offer the Notes in the Netherlands, it is either licensed or exempt under Section 2:96 of the Act on the Financial Supervision (*Wet op het financieel toezicht*).

5 Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Accordingly, each Dealer has represented and agreed and any new dealer appointed from time to time under the CP-Programme will represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other applicable laws, regulations and ministerial guidelines of Japan.

GUARANTOR

Linde plc

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Attention: Treasury Department

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Attention: Group Treasury

Linde Finance B.V.

Corporate Seat
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Attention: The Managing Directors

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