



# SUBSCRIPTION FORM

to the capital increase reserved for employees  
from 16 September to September 30, 2024

Company: ..... **Last Name:** .....

Employee Identification Number: ..... **First Name:** .....

Telephone Number: ..... **Address 1:** .....

Email: .....@..... **Address 2:** .....

Internet access: ..... **City:** .....

Login: ..... **Postal Code:** .....

Password: .....

<b>(A) YOUR SUBSCRIPTION</b> I hereby state that I subscribe for Arkema S.A. shares through the temporary FCPE (Fonds Commun de Placement d'Entreprise) Arkema Actionnariat International Relais 2024, which is proposed to be merged with the Arkema Actionnariat International in the amount of:	<b>Subscription amount in Canadian Dollars</b> _____,_____._____
<b>YOUR PAYMENT:</b> I wish to pay for my subscription: (Check the corresponding box)	<b>Subscription amount in Canadian Dollars</b> _____,_____._____
<input type="checkbox"/> <b>(B) Entirely by personal cheque payable to the order of Arkema Canada Inc.:</b> I have attached the personal cheque to this subscription form. The cheque is signed and completed and payable to the order of Arkema Canada Inc. in the amount of:	<b>Cash payment in Canadian Dollars</b> _____,_____._____
<input type="checkbox"/> <b>Through a combination of a personal cheque and the loan from my employer, or entirely through a loan from my employer:</b> <b>(C) By personal cheque payable to the order of Arkema Canada Inc.:</b> I have attached the personal cheque to this subscription form. The cheque is signed and completed and payable to the order of Arkema Canada Inc. in the amount of:	<b>Loan amount in Canadian Dollars</b> _____,_____._____
<input type="checkbox"/> <b>(D) By a loan from my employer over a period of 24 months:</b> I authorize my employer to deduct from my post-tax salary, in 24 equal installments, if I am paid monthly (or in 104 equal installments if I am paid weekly), as applicable, the amount of: _____,_____._____ <b>X52</b>	<b>Subscription amount in Canadian Dollars</b> _____,_____._____
<b>TOTAL IMMEDIATE PAYMENT + LOAN</b>	<b>C+D=</b> _____,_____._____

**Your subscription (A) must be equal to the amount of your payment indicated in (B) or (C+D)**

- I, the undersigned, hereby authorize Amundi - ESR to subscribe, in my name and on my behalf, within the limit of my above order, for shares of Arkema S.A. through the temporary FCPE Arkema Actionnariat International Relais 2024 (the "Temporary Classic FCPE") of which I will receive units, which Temporary Classic FCPE is proposed to be merged in the Arkema Actionnariat International (the "Principal Classic FCPE"). These shares will be issued at the time of Arkema's capital increase (scheduled for October 30, 2024) reserved for employees who are members of the Arkema Group Savings Plan (Plan d'Épargne Groupe Arkema (the "PEG A").
- I acknowledge that the information document in respect of the Temporary Classic FCPE and the Principal Classic FCPE, the information brochure, the general terms and conditions of the Arkema 2024 Employee Share Offering (the "Offering") and the country supplement were personally provided to me. In addition, I acknowledge that the PEG A regulations are available to me, upon my request, from my Human Resources department. I represent and warrant that I have reviewed the legal terms and conditions in the documents referenced above and I agree to be bound by those terms and conditions. I further represent and warrant that I am subscribing on the basis of such information.
- I hereby certify that: (i) I am an employee of the Arkema Group, whose name is indicated above, (ii) my seniority within the Arkema Group over the course of this year and the twelve preceding months will be at least equal to three months as at the last day of the subscription period, (iii) my subscription order is a minimum of the Canadian dollar equivalent of 15 euros; (iv) my subscription order does not exceed the equivalent value of 750 discounted Arkema S.A. shares; and (v) the total amount of my investment shall not exceed the greater of 25% of my gross annual remuneration for the 2023 calendar year and my expected annual remuneration for the 2024 calendar year. In addition, I hereby authorize my subscription request to be reduced as appropriate if the limits under (iv) and (v) are exceeded.
- I understand that, if my subscription order (my subscription form together with my personal cheque, if applicable) is incomplete or has not been remitted at the latest on the last day of the subscription period to the appropriate party as stated in the country supplement, my subscription order will not be taken into account. In addition, if I choose to pay by personal cheque, in part or in whole, should my payment not be made by the end of the subscription period, my subscription will not be taken into account.

By signing this form, I certify that I agree to be bound by the terms within and I understand that my subscription is irrevocable.

**Signed in:** .....

**On**      /      / 2024

**Signature**  
preceded by the following hand-written statement: "read and approved"

# GENERAL TERMS AND CONDITIONS OF THE OFFER TO SUBSCRIBE TO THE CAPITAL INCREASE RESERVED FOR EMPLOYEES OF THE ARKEMA GROUP

I understand that, in the event of any inconsistencies between the following general terms and conditions of this Subscription Form and the Information Brochure or country supplement personally provided to me, the following terms and conditions will govern.

## Offering

- The employees of the companies in the Arkema Group will benefit from an offer to subscribe for Arkema S.A. shares within the context of the PEG A and via the FCPE Arkema Actionnariat International Relais 2024 (the "Temporary Classic FCPE") at the time of the capital increase, which is expected to occur on October 30, 2024. The Temporary Classic FCPE is proposed to be merged with the Arkema Actionnariat International (the "Principal Classic FCPE") following the capital increase (applicable FCPE, both prior to and following the merger, the "Classic FCPE"). This Offering was authorized by Arkema's general shareholders' meeting of May 15, 2024 and approved by Arkema S.A.'s board of directors on May 15, 2024.
- Accordingly, I agree to the terms and conditions of the PEG A whose regulations are made available to me at my company's Human Resources Department. In addition, I agree to the terms and conditions of the FCPE which are described in the information document that was provided to me prior to my subscription.

## Subscription price

- The subscription price was set on 11 September 2024 by Arkema's Chairman and Chief Executive Officer, and is equal to the average of the opening prices of the Arkema Share on Euronext Paris for the 20 trading days preceding this decision, less a discount of 25%. This price will be published on the website dedicated to the offer.

## Portfolio diversification

- I acknowledge that I have considered the risk of concentrating my investment in shares of Arkema S.A. and I have evaluated the option to diversify the risk as regards my financial savings. I understand that the value of my units in the Classic FCPE will be closely related to Arkema S.A.'s financial situation and future financial results.

## Lock-up period

- I have noted that my Classic FCPE units acquired pursuant to the Offering (other than the matching units, as described below) will be locked up for five years until October 30, 2029 except in the case of an early exit event as provided by French law and adapted locally (these cases are summarized in the country supplement).

## Subscription terms

I hereby certify that the subscription form is expressly subject to the following conditions:

- The subscription is irrevocable.
- I am required to send the completed subscription form together with my personal cheque to Isabelle Allard.
- My investment in the Offering is being made exclusively by my voluntary contribution.
- The minimum subscription amount in the capital increase is 15 euros and the maximum amount is the equivalent value of 750 discounted Arkema S.A. shares. In addition, the amount that I may invest in the Offering is limited to 25% of the greater of my gross annual remuneration for the 2023 calendar year or expected gross remuneration for the 2024 calendar year.

## Currency

- I understand that although my investment in the Offering will be in Canadian dollars, my investment in the Offering will be denominated and calculated in euros. I acknowledge that my payment in Canadian dollars will be converted into euros by my employer at an exchange rate set by my employer on September 11, 2024. This exchange rate will be valid for the payment of the purchase price throughout the subscription period and may be consulted on the following website: [www.ake2024.arkema.com](http://www.ake2024.arkema.com)
- In addition, I acknowledge that the amount I receive in respect of my investment at the end of the lock-up period will also be in euros and that the value of my investment will be subject to the fluctuations in the Arkema S.A. share price fixed in euros. I accordingly recognize that I am subject to exchange rate risk regarding the amount that I have personally invested. If the value of euro has increased as compared to the Canadian dollar, the value of my investment in Canadian dollars will also increase (and I will have a foreign exchange gain). On the other hand, if the value of the euro has decreased, the value of my investment will also decrease when exchanged back into Canadian dollars (and I will have a foreign exchange loss).
- I further acknowledge that my investment and gains or losses relating to my investment, if any, are denominated in euros. I acknowledge that I will not benefit from any protection or guarantee against exchange rate fluctuations between the euro and the Canadian dollar. I accordingly realize that the amount of my investment will also be at risk with respect to fluctuations in the exchange rate between the euro and the Canadian dollar until I redeem my investment.

## Free Shares

- I will be eligible to receive a grant of free shares from Arkema S.A. delivered to the Classic FCPE. Subject to the continued employment condition described below, I will be eligible to receive one Classic FCPE unit ("matching unit") representing one free share for every four shares subscribed for pursuant to the Offering, up to a maximum of 25 matching units. I acknowledge that the free shares will be issued to the FCPE on or about November 6, 2028, and the corresponding matching units will be delivered on or about such date, subject to the continued employment condition that I remain employed by an Arkema Group company through that date (unless an exception to such condition applies as described in the free share plan rules and local supplement). The matching units will not be subject to the lock-up period. As such, once the matching units are issued, I may request the redemption of my matching units or continue to hold them in the Classic FCPE and request their redemption at a later date.

## Reductions

- In the event that the number of Arkema S.A. shares subscribed for under the Offering is greater than the number of Arkema S.A. shares offered (as set by the Board of Directors), a reduction will take place in accordance with the terms and conditions set forth in the information document in respect of the Temporary Classic FCPE and/or the Principal Classic FCPE. I realize that if requests are still not entirely met after applying these provisions, my subscription payment amount will be adjusted to the amount allocated.
- I have noted that if I finance my subscription through a combination of payment by personal cheque and the loan, any reduction would first be applied to the portion of the subscription financed by the cheque and then to the portion financed by the loan.

## Personal Cheque Payment

- If I choose to pay by personal cheque, the cheque will be made payable to Arkema Canada Inc. I understand that any payment default may result in the cancellation of my subscription and I consent to being responsible for any fees incurred as a result of a default. In addition, I understand that no late payments will be authorized and realize that it is therefore imperative that my account contain sufficient funds from the date stated on the cheque (no later than end of subscription period).

## Loan Payment

- If I choose to pay for all or part of my contribution to the Offering by irrevocable payroll deduction as evidenced on the front of this form, my signature on this subscription form shall constitute my irrevocable authorization for my employer to, at its discretion, deduct this amount from my salary in substantially equally bi-weekly instalments over a period of twenty-four months beginning in November 2024 (the "Payroll Deduction Period").
- The amount I will pay by payroll deduction, after taking into account any reduction in the event of an oversubscription as described in this form, is referred to in this form as my "Payroll Deduction Amount." My employer will advance my Payroll Deduction Amount, on my behalf, as an interest free, full recourse loan.
- FOR VALUE RECEIVED, I irrevocably promise to repay my Payroll Deduction Amount in substantially equal instalments through after tax payroll deductions during the Payroll Deduction Period. I hereby consent to my employer withholding the required sums from my ordinary compensation income in order to collect my Payroll Deduction Amount. If I stop participating in the payroll deduction option, voluntarily or involuntarily, due to suspension or termination of my employment or otherwise, I must pay in full the unpaid portion of my Payroll Deduction Amount before my departure.
- If I fail to repay my Payroll Deduction Amount as and when due, I hereby consent to allowing my employer and/or its representatives to pursue any legal remedies available to collect the full amount due, including, but not limited to, making appropriate withholdings, to the extent permitted by law, from my future wages and other funds due to me, in order to satisfy my debt in full. I understand that my obligations under this form are the same as if I had signed a promissory note with respect to the Payroll Deduction Amount then owed by me, and I waive demand and presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonour, notice of intent to accelerate the maturity of my obligations, notice of such acceleration, bringing of suit and diligence in taking any action to collect amounts called for hereunder.
- I understand that, by advancing funds for the purchase of my shares, my employer will be making a loan to me for my Payroll Deduction Amount. I hereby grant my employer a security interest in the securities issued to me under the Offering to secure any and all of my obligations under the Plan, as set forth in this form. My employer shall have all rights and remedies of a secured party under applicable law with respect to such security interest. In the event that I fail to pay any amounts owed hereunder, as and when due, then I will also be liable for any collection costs, including, without limitation, reasonable attorneys' fees and expenses.

## Termination or suspension of the employment contract

- If my employment contract is scheduled to expire before the end of the Payroll Deduction Period or if my employment contract is suspended on the last day of the subscription period, I understand that I may not benefit from the loan from my employer to finance my subscription.

## Event of Default

- In addition to any other remedies stated earlier in this subscription form, in the event of a default of payment, I hereby grant an irrevocable authorisation for my employer or the holder of the FCPE unitholders account to redeem, or have redeemed, without any prior notice whatsoever, all of my FCPE units in accordance with applicable regulations and to allocate the proceeds, as appropriate, towards payment of:
  - my subscription amount, plus
  - fixed administrative expenses equal to 5% of my subscription amount.
- If the proceeds from the sale are not sufficient to cover the amounts listed above, I will remain liable to my employer for the corresponding amount. Further, my employer reserves the right to file a claim against me for payment of the unpaid amounts.

## U.S. person notice

- Subscription of FCPE units is not open to residents of the United States of America. Additional information about this restriction is available in the regulation and KID of the FCPE and in the website of the management company: [www.amundi.com](http://www.amundi.com).

# GENERAL TERMS AND CONDITIONS OF THE OFFER TO SUBSCRIBE TO THE CAPITAL INCREASE RESERVED FOR EMPLOYEES OF THE ARKEMA GROUP

## Specific rules for Russia and Belarus

- As a result of sanctions imposed by the European Union, citizens or residents of Russia or Belarus who do not have legal residence or citizenship in the European Union, in a country member of the European Economic Area or in Switzerland may not participate in this offering. Therefore, I declare that:
- I am not a Russian national or resident of Russia, or if I am, I am also a citizen of a Member State of the European Union, of a country member of the European Economic Area or of Switzerland or I have a temporary or permanent residence permit in one of these countries; and
- I am not a Belarusian national or a resident of Belarus, or if I am, I am also a citizen of a Member State of the European Union or I have a temporary or permanent residence permit in one of these Member States.

## Electronic communications

- I agree to receive communications sent to shareholders (such as, for example, communications related to Arkema's financial results) at the email address registered on my account on the Amundi ESR website. If I decide that I no longer wish to receive these communications by email, I will have to unsubscribe by contacting Amundi ESR by post or by email :

### Amundi ESR :

- **Service Contrôle Interne et Conformité - 26956 Valence Cedex 9, France or**
- **dpo@amundi.com**

## Data Protection

- The present form is subject to the French Law n°78-17 of January 6, 1978 on data processing, data files and individual liberties and the EU Regulation on Data Protection (2016/679) of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data.
- I am aware and hereby expressly authorize the use, storage, collection, and transfer of my personal data provided in this form for the purpose of the computer data processing, for which Arkema and its affiliates are responsible, including all applicable Canadian federal and provincial privacy and data protection laws.
- The legal basis for this processing is the execution of the investment contract (i.e. the present subscription). I understand that my personal data provided herein will be provided to Arkema, to Amundi ESR, the account holder of the units of the FCPE or, as the case may be, to my employer, and hereby consent to same.
- I understand and agree that all the data requested in this form is necessary for me to participate in the Offering, and acknowledge that my subscription request may not be taken into account if I do not provide such data.
- I acknowledge that I may exercise a right of access, modification or rectification concerning my personal data. I have noted that I also have, within the limits of applicable legislation, a right to portability and deletion of my data and to limit the processing of my data. Finally, I have noted that I can provide Arkema with instructions for the use of my data in the event of death, and that I can exercise each of the foregoing rights by contacting the Arkema Data Protection Officer at the address noted below.

- My personal data will be kept for data processing purposes for the time necessary for the implementation of the capital increase and for the management of the PEG A, at least until the redemption of all the shares I hold through the PEG A, and subsequently for archiving purposes until the expiry of the limitation period for any disputes relating to these data.
- I have noted that the Data Protection Officer can be contacted at the following address : dataprotection@arkema.com.
- I have the right to file a complaint with the competent authority, concerning the protection of my personal data.

## General

- I represent and warrant that I have duly authorized and delivered this subscription form and that it constitutes my legal, valid, binding and enforceable agreement with respect to the units and shares acquired pursuant hereto.
- I understand that my decision whether or not to participate in the Offering is entirely voluntary and personal. My decision will have no effect, either positive or negative, on my employment within the Arkema Group. Nothing contained in this document or in any other materials distributed or made available to me in connection with the Offering or PEG A shall confer upon me any right or entitlement respecting my employment. Participation in the Offering is separate from and does not form part of my employment agreement.
- In addition, I understand that nothing contained in this document or in any other materials distributed or made available to me in connection with the Offering or the PEG A shall confer upon me any right or entitlement respecting future offerings.
- I acknowledge that I am not relying on any financial, tax or other advice from any Arkema Group company or any of its officers, employees or agents.
- **I acknowledge that I have been informed of the fact that the acceptance of this subscription form by Arkema S.A. is subject to all required regulatory approvals. No purchase orders will be considered final by Arkema S.A. until all such approvals are received. Employees will be provided with further information and will be notified of any changes in the Offering, as appropriate. I understand that Arkema S.A., my employer or their agents may accept or reject in whole or in part my subscription order at their discretion.**
- I understand that the Offering, this subscription form and the rest of the Offering documents related thereto are to be governed exclusively by French law.