



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

## Disclaimer

THIS DOCUMENT IS DIRECTED WITHIN MALAYSIA ONLY TO PERSONS WHO ARE EMPLOYEES OF THE MALAYSIAN SUBSIDIARIES WHICH ARE WITHIN THE ARKEMA GROUP ("QUALIFIED EMPLOYEES") AND MUST NOT BE REPRODUCED OR TAKEN BY OR TRANSMITTED TO PERSONS WHO ARE NOT QUALIFIED EMPLOYEES.

## Subscription

- The employees of the companies in the ARKEMA Group benefit from an Offer to subscribe to ARKEMA shares within the context of the PEG A and via the ARKEMA ACTIONNARIAT INTERNATIONAL Relais 2024 FCPE at the time of the capital increase expected to occur on October 30, 2024, reserved for the employees of the aforementioned companies, authorised by ARKEMA's general shareholders' meeting of May 15, 2024 and approved by ARKEMA'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.
- The terms and conditions of the FCPE are described in the information notice that was provided to employees prior to their 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 shares on Euronext Paris for 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

- Considering that the risk is concentrated on the securities of one company in the ARKEMA ACTIONNARIAT INTERNATIONAL Relais 2024 FCPE portfolio, the French *Autorité des Marchés Financiers* recommends that subscribers evaluate the necessity to diversify the risk with regards to their financial savings. The value of the FCPE will be closely related to the Arkema's financial situation and future financial results.

## Lock-up period

- The units of the FCPE acquired during this transaction are locked-up for five years until October 30, 2029 (except for an early release as authorised by law).

## Subscription terms

- This subscription form is expressly subject to the following conditions:
  - The subscription becomes irrevocable on the last day of the subscription period.
  - The employee may subscribe to the capital increase by sending the duly completed subscription form, together with the payment method applicable in his or her country, to his or her Human Resources Department.
  - For this transaction, the employee's investment is financed exclusively by a voluntary contribution.
  - The minimum subscription amount in the capital increase is 15 Euros and the maximum amount is the counterpart of 750 discounted ARKEMA shares. The subscription limit is in addition to the yearly contribution threshold that limits the amount that an employee may invest of up to 25% of his or her gross annual remuneration in 2023.

## Currency

- I acknowledge that Arkema shares are subscribed in Euros. I acknowledge that my payment in local currency will be converted into Euros by my employer at an exchange rate set before the subscription begins. The exchange rate may be consulted on the following website: [www.ake2024.arkema.com](http://www.ake2024.arkema.com).
- I am aware that the value of my investment is subject to the fluctuations in the Arkema share price fixed in Euros and I am thus at risk regarding the amount that I have personally invested. I 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 my local currency.

## Free Shares

- I acknowledge that I will be eligible to receive a grant of matching shares from Arkema. I will be eligible to receive one matching share for every four shares I subscribe to, up to a maximum of 25 matching shares. I acknowledge that the free shares will be delivered to me on or around November 6, 2028, subject to the condition that I remain employed by a Group company until that date, unless an exception to such condition applies, as described in the free share plan rules and local supplement. The free shares will be delivered as from the Date of Delivery in one or several shareholding funds (FCPE) and by subscribing to such Plan the employee is deemed to accept such method of delivery.

## Reductions

- In the event the number of ARKEMA shares subscribed to in the Offer is greater than the number of ARKEMA 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 brochure. If requests are still not entirely met after applying these provisions, the subscription payment amount will be adjusted to the amount allocated.
- For subscriptions financed through a combination of immediate payment and the salary advance, any reduction would first be applied to the portion of the subscription financed by immediate payment and then to the portion financed by the salary advance.

## Subscription payment

### Immediate payment:

- I agree that notwithstanding that the subscription period is up to September 30, 2024, I shall make payment for my full subscription amount via bank transfer or cheque to my employer by 5p.m. on October 21, 2024.
- I have duly noted that any payment default may result in the cancellation of my subscription.

## Payment financed by salary advance:

- If I receive a salary advance from my employer to finance my subscription payment, I hereby authorize my employer to deduct from my wages on a monthly basis equal part of the amount due under the salary advance, with the first deduction to be made from my wages for the month of November 2024 and the last deduction to be made from my wages for the month of October 2026. In the event my employment contract is suspended or terminated before October 2026 for whatever reason, I agree to pay the remaining amount due before my departure.
- I certify that the amount of my subscription that will be financed by the salary advance provided to me is capped at a limit determined by my employer, which in any event, the salary advance to be provided does not exceed the amount of my wages for the month of August 2024 (wages as defined under the Malaysian Employment Act 1955) and the monthly deductions will represent no more than a maximum of 10% of my net monthly salary. I also certify that the balance of my subscription amount that is not financed by the salary advance will be paid via bank transfer or cheque to my employer, by 5 p.m. on October 21, 2024.
- I have duly noted the terms and conditions of the salary advance as described in the country supplement.

## Termination or suspension of the employment contract

- In case of suspension or the termination of my work contract before October 31, 2026, I commit to pay the remaining amount due before my dismissal. Depending on the case, my employer may implement any adequate measure (subject to applicable legislation) to charge this credit in case I do not pay the amount due by me.
- The employees whose employment contract is scheduled to end before October 2024, as well as employees who gave notice to terminate / who was given notice by their employer to terminate or suspend the employment agreement before or on the last day of the subscription period cannot use the benefit, to obtain a salary advance, and for the salary advance to be repaid in 24 instalments without interest, from their employer to finance their subscription. For the avoidance of doubt, such employees must still be employees of Arkema or the participating subsidiaries of Arkema on the last day of the subscription period (i.e., September 30, 2024) to participate in the offering.

## 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](mailto:dpo@amundi.com).

## Default of Payment

- In the event of any default on my payment, my employer may implement any appropriate measures to recover its claim. For this purpose, I hereby grant an irrevocable authorisation to my employer or to the holder of the FCPE "Arkema Actionnariat International Relais 2024" or the FCPE "Arkema Actionnariat International" unitholders account to redeem, or have redeemed, without any prior notice, all my FCPE units in accordance with applicable regulations and to allocate the proceeds, as appropriate, towards payment of the amount of my subscription.
- If the proceeds of the sale are not sufficient to cover the amounts listed above, I will remain liable to my employer for the corresponding amount, and I agree that such amount may be deducted from any amounts due to me by my employer (subject to applicable legislation). Furthermore, my employer reserves the right to file a claim against me for payment of the unpaid amounts.
- My employer may also implement any other appropriate measures (subject to applicable legislation), which are in addition to or in lieu of the above, to recover its claim.

## 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).

## 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.

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

## Data Protection (English version)

- 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 also understand that the processing of my personal data in Malaysia and the transfer of my personal data out of Malaysia will also be subject to the Malaysian Personal Data Protection Act 2010 ("PDPA").
- I am aware and hereby expressly authorise 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 is responsible.
- The legal basis for this processing is the execution of the investment contract (i.e., the present subscription). 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. Furthermore, in accordance with the PDPA, I expressly consent to the processing of my personal data in Malaysia by and the transfer thereof to France to the persons indicated above.
- All the data requested in this form are necessary for me to participate in the capital increase. If I do not provide some of this data, my subscription request may not be taken into account.
- 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. I can also provide Arkema with instructions for the use of my data in the event of death. I can exercise these rights by contacting my Human Resources Department or the Arkema Data Protection Officer.
- I note that I have a right to withdraw my consent to data processing by providing a notice in writing. However, I recognise that my personal data is necessary in order to process my subscription, to maintain my investment and to execute any transactions resulting therefrom. I also recognise that the withdrawal of my consent to data processing may adversely affect my ability to enjoy and/or participate in the full benefits and administration of my shares/units. Accordingly, before deciding to exercise my right to withdraw my consent, I commit to contact my Human Resources Department to inform them of my decision. My Human Resources Department may be contacted as follows:
  - Arkema Coating Resins Malaysia Sdn. Bhd.**  
Marion Tan  
Human Resource Manager  
General line: +607 2536688
  - Arkema Thiochemicals Sdn. Bhd.**  
Shukri Ibrahim  
Head of Human Resource  
General line: +609 8315333
  - Bostik Malaysia Sdn. Bhd.**  
Nicole Siow  
Human Resource Manager  
General line: +606 6789766
- 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](mailto:dataprotection@arkema.com).
- I have the right to file a complaint with the competent authority concerning the protection of my personal data.

## Data Protection (Bahasa Malaysia version)

- Borang ini adalah tertakluk kepada peruntukan undang-undang Perancis n°78-17 pada 6 Januari 1978 mengenai pemrosesan data, fail data dan kebebasan individu dan Peraturan Eropah mengenai perlindungan data (2016/679) oleh Parlimen Eropah dan Majlis pada 27 April 2016 bagi perlindungan individu berkenaan dengan pemrosesan data dan kebebasan pergerakan data. Saya juga memahami bahawa pemrosesan data peribadi saya di Malaysia dan pemindahan data peribadi saya ke luar Malaysia juga akan tertakluk kepada Akta Perlindungan Data Peribadi Malaysia 2010 ("PDPA").
- Saya sedar dan dengan ini memberi kebenaran kepada Arkema untuk mengguna, menyimpan, mengumpul dan meminda data peribadi saya yang diberikan dalam borang ini untuk tujuan pemrosesan data komputer, yang Arkema bertanggungjawab.
- Asas undang-undang untuk pemrosesan ini adalah pelaksanaan kontrak pelaburan (iaitu, langganan ini). Data peribadi saya yang terkandung dalam borang ini akan diberikan kepada Arkema, kepada Amundi ESR, pemegang akaun unit FCPE atau jika berkenaan, kepada majikan saya. Tambahan pula, selaras dengan PDPA, saya membenarkan pemrosesan data peribadi saya di Malaysia oleh dan pemindahannya ke Perancis kepada orang yang dinyatakan di atas.
- Semua data yang diminta dalam borang ini diperlukan untuk saya menyertai dalam penambahan saham modal ini. Jika saya tidak memberikan semua data yang diperlukan, permintaan langganan saya mungkin tidak akan diambil kira.
- Saya mengambil perhatian bahawa saya boleh menggunakan hak-hak saya untuk meminta akses kepada, mengubahsuai atau membetulkan data peribadi saya. Saya juga mengambil perhatian, selaras undang-undang yang berkenaan, bahawa saya mempunyai hak memudah alihkan, memadamkan dan menahkakan pemrosesan data peribadi saya. Saya boleh memberikan Arkema arahan untuk kegunaan data peribadi saya selepas kematian saya. Saya boleh menggunakan hak-hak ini dengan menghubungi Jabatan Sumber Manusia saya atau Pegawai Perlindungan Data Arkema.
- Saya juga mengambil perhatian bahawa saya mempunyai hak untuk menarik balik persetujuan saya untuk pemrosesan data saya dengan memberikan notis secara bertulis. Walau bagaimanapun, saya mengambil perhatian bahawa data peribadi saya adalah diperlukan untuk memproseskan langganan saya, untuk mengekalkan pelaburan saya dan untuk melaksanakan sebarang transaksi yang terhasil daripadanya. Saya juga menyedari bahawa penarikan balik persetujuan saya untuk pemrosesan data boleh menjejaskan keupayaan saya untuk menikmati dan/atau mengambil bahagian dalam manfaat penuh dan pentadbiran saham/unit saya. Sehubungan itu, sebelum saya membuat keputusan untuk menarik balik kebenaran saya, saya komited untuk menghubungi Jabatan Sumber Manusia saya untuk memaklumkan keputusan saya kepada mereka. Jabatan Sumber Manusia saya boleh dihubungi seperti berikut:
  - Arkema Coating Resins Malaysia Sdn. Bhd.**  
Marion Tan  
Human Resource Manager  
General line: +607 2536688
  - Arkema Thiochemicals Sdn. Bhd.**  
Shukri Ibrahim  
Head of Human Resource  
General line: +609 8315333
  - Bostik Malaysia Sdn. Bhd.**  
Nicole Siow  
Human Resource Manager  
General line: +606 6789766
- Data peribadi saya akan disimpan untuk tujuan pemrosesan data untuk masa yang diperlukan untuk pelaksanaan penambahan saham modal dan untuk pengurusan PEG A, sekurang-kurangnya sehingga penebusan semua saham yang saya memegang melalui PEG A, dan seterusnya untuk pengarkiban sehingga akhir tempoh had masa untuk pertikaian berkenaan data ini.
- Saya telah mengambil perhatian bahawa Pegawai Perlindungan Data boleh dihubungi melalui e-mel di: [dataprotection@arkema.com](mailto:dataprotection@arkema.com).
- Saya mempunyai hak untuk membuat aduan kepada pihak berkuasa mengenai perlindungan data peribadi saya.