



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

## 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, authorized 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 Key Information Document 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 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

- 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 in regards to their financial savings. The value of employee's investment will be closely related to the Company'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 authorized by law).

## Subscription terms

This subscription form is expressly subject to the following conditions:

- The subscription is irrevocable.
- 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 Ms. Joanna Biegańska.
- 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 to 25% of his or her gross annual remuneration in 2023.

## 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 November 6, 2028, subject to the condition that I remain employed by a Group company through that date, unless an exception to such condition applies, as described in the Free Share Plan rules and local supplement. I accept that the free shares will be delivered as from the date of delivery in one or several shareholding vehicles (FCPE).

## 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 by my employer on September 11, 2024. 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.

## Reductions

- In the event that 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 loan, any reduction would first be applied to the portion of the subscription financed by immediate payment and then to the portion financed by the loan.

## SUBSCRIPTION PAYMENT

### Immediate payment:

- My subscription payment will be made a wire transfer from my bank account. The payment will be made not later than on September 30, 2024.
- I have duly noted that any payment default may result in the cancellation of my subscription.
- No late payments will be authorized. It is therefore imperative that my account contain sufficient funds on the scheduled date.

## Loan payment:

- I authorize my employer, under a separate written authorization, to withdraw from my salary on a monthly basis 1/24 of the amount due under this payment method, the first withdrawal being made on my salary for the month of November 2024.
- I certify that with regards to the amount of my subscription, my monthly payments will represent no more than a maximum of 10% of my net monthly salary.
- I have duly noted the terms and conditions of the loan as described in the country supplement.

## Termination or suspension of the employment contract

- In the event that my employment contract is terminated before October 31, 2026, I agree to pay the remaining amount due before my departure. In the event that I default on my payment, my employer may implement any appropriate measures to recover its claim.
- Employees whose employment contracts are scheduled to expire before the end of October, 2024 may not benefit from the loan for 24 months offered by their employer to finance their subscription.

## "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).

## 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)

## 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.

## Data Protection

- Personal data in the present form are subject to the French Law n°78-17 of January 6, 1978 on data processing, data files and individual liberties and the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").
- I am aware that Arkema as the controller is responsible for the use, storage, collection, and transfer of my personal data provided in this form. The use of the information contained in this subscription form will be a part of a computerized data processing process.
- The legal basis for processing is the execution of the investment contract (i.e. the present subscription) – art. 6.1.b of the GDPR, bookkeeping and performance of legal obligation e.g. arising out of tax provisions – art. 6.1.c of the GDPR and administration of my assets within the framework of the plan i.e. for the purposes of legitimate interests – art. 6.1.f of the GDPR. 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.
- 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 limitation of the processing of my data. I also acknowledge that where my data are processed on the basis of legitimate interest of the controller I may object to such processing of my personal data on grounds relating to my particular situation. 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 the Arkema Data Protection Officer.
- My personal data will be kept for data processing purposes for the time necessary for the implementation of the employee share ownership plan 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 in order to fulfill legal obligations and until the expiry of the limitation period of threatening or existing claims arising from the investment contract (i.e. the present subscription).
- 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 supervisory authority in matters concerning the protection of personal data.