



# SUBSCRIPTION FORM

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

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

Telephone N°: ..... **First Name:** .....

E-mail: ..... **Address 1:** .....

..... **Address 2:** .....

..... **City:** .....

..... **State and Zip Code:** .....

**YOUR SUBSCRIPTION**

I hereby state that I subscribe to Arkema shares (“the Shares”) in the amount of:

Number of shares	Per Share subscription price in US Dollars	Aggregate subscription amount in US Dollars
		A <input type="text"/>

**YOUR PAYMENT:** I wish to pay for my subscription: (Complete the corresponding box)

**Immediately by check:**  
I enclose a check payable to my employer, “the Company” of the Arkema Group named above, for the full amount of my subscription.

**OR**

**Entirely by a loan over a period of 24 months:**

I authorize the Company to deduct from my pay each payroll period, in 52 equal biweekly installments, beginning with the pay date on or immediately following November 1, 2024, the amount of:

Note: You will incur imputed interest income if your loan, combined with all other loans and salary advances extended to you by the Company, totals more than \$10,000. Please contact corporate payroll for balance details on other loans if you have any questions.

Number of shares	Per Share subscription price in local currency	Aggregate subscription amount in US Dollars
.....	.....	B <input type="text"/>
=		C <input type="text"/>
		Biweekly installment amount
		<input type="text"/> X52
		Cash payment in US Dollars
		D <input type="text"/>
		Loan amount in US Dollars
		E <input type="text"/>
		Biweekly installment amount
		<input type="text"/> X52
		Aggregate subscription amount in US Dollars
		<input type="text"/>

**OR**

**Through a combination of immediate payment and a loan:**

**Portion paid immediately by check:**  
I enclose a check payable to the Company in the amount of:

**Portion paid by a loan over a period of 24 months:**  
I authorize the Company to deduct from my pay each payroll period, in 52 equal biweekly installments, beginning with the pay date on or immediately following November 1, 2024, the amount of:

Note: You will incur imputed interest income if your loan, combined with all other loans and salary advances extended to you by the Company, totals more than \$10,000. Please contact corporate payroll for balance details on other loans if any questions.

Number of shares	Per Share subscription price in local currency	Aggregate subscription amount in US Dollars
.....	.....	D+E = <input type="text"/>

**TOTAL IMMEDIATE PAYMENT + LOAN** **D+E =**

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

- I, the undersigned, hereby authorize Uptevia to subscribe, in my name and on my behalf, within the limit of the above amounts, to Arkema Shares. These Shares will be issued at the time of Arkema’s capital increase (currently scheduled for October 30, 2024).
- I acknowledge that the 2024 Information Brochure, the Country Supplement for the United States (the “U.S. Supplement”), this Subscription Form (including the attached General Terms and Conditions of the Offer) and the Installment Deduction or Payment Note and Security Agreement (the “Offering Documents”) were made available to me. I was advised to carefully review each Offering Document, and I have done so.
- I duly acknowledge that I am bound by the terms contained in the Offering Documents and hereby state that I subscribe on the basis of such information. I hereby acknowledge, certify and agree:
  - that I am an employee, and will be an employee of the Company on September 30, 2024, whose name is indicated above;
  - that my employment within the Arkema Group during the period beginning on January 1, 2023 and ending on the last day of the subscription period (September 30, 2024) will be at least equal to three months;
  - that my minimum subscription amount is for at least 1 Share;
  - that the maximum subscription amount I can invest will be equal to the lesser of (i) the subscription price of 750 Shares; and (ii) 25% of my 2024 estimated gross annual compensation (subject to confirmation as to reasonableness);
  - that my biweekly payroll deduction, if any, does not exceed 10% of my net biweekly salary;
  - that if I elect to pay for all or part of my subscription through a loan, I must deliver a signed Installment Deduction or Payment Note and Security Agreement to the Compensation Section of the Human Resources Department by 5:00 PM (Eastern Daylight Time) on September 30, 2024; and
  - that if I elect to pay for all or part of my subscription by check and I fail to do so by September 30, 2024, I authorize the Company to deduct from my pay each payroll period the outstanding amount in equal installments over 52 biweekly pay periods.
- I duly acknowledged that, unless I cancel my subscription in writing before the end of the subscription period, my subscription is binding and irrevocable, subject to the maximum aggregate number of Shares issued in the Share Offering not exceeding the total amount authorized by the board of directors of Arkema. Any cancellation or modification of my subscription must be received by the Compensation Section of the Human Resources Department by 5:00 PM (Eastern Daylight Time) on Monday, September 30, 2024.

Please handwrite “read and approved” on the above line to certify that you have read and approved.

Signature

Signed in: .....

On  2 0 2 4

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

## Offering

- The employees of the companies in the Arkema Group benefit from an offer to subscribe to Arkema Shares 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 on May 15, 2024 and approved by Arkema's board of directors on May 15, 2024, (the "Share Offering").
- Capitalized terms not defined herein shall have the meanings ascribed to them in the U.S. Supplement.

## Subscription price

- The subscription price was set on September 11, 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 portfolio, the French *Autorité des Marchés Financiers* recommends that subscribers evaluate the advisability of diversifying the risk in regard to their financial savings. The value of the Share will be closely related to Arkema's financial situation and future financial results.

## Lock-up period

- The Shares acquired during this transaction are locked-up for three years until October 30, 2027 (except upon an Early Exit Event, as described in the U.S. Supplement).

## Subscription terms

- This subscription form is expressly subject to the following conditions :
  - The subscription is irrevocable after September 30, 2024 (the end of the Subscription Period).
  - The employee must be employed by the Arkema Group on September 30, 2024 to be eligible to participate in the Share Offering.
  - The employee may subscribe to the Share Offering by returning a completed, signed Subscription Form and, if taking a Loan (as defined below), a signed Installment Deduction or Payment Note and Security Agreement (collectively, the "Subscription Documents") to the Compensation Section of the employee's Human Resources Department.
  - The Subscription Documents must be received, not merely postmarked, by 5:00 PM (Eastern Daylight Time) on September 30, 2024.
  - Investments are financed exclusively by a voluntary contribution.
  - The Shares will be locked up for a period of three years ending on October 30, 2027, unless an Early Exit Event occurs as set forth in the U.S. Supplement.
  - The minimum subscription amount in the Share Offering is one Share and the maximum amount is 750 discounted Shares. This 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 2024 estimated gross annual compensation.

## Currency

- I acknowledge that the 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 on September 11, 2024. The exchange rate is available on the following website: [www.ake2024.arkema.com](http://www.ake2024.arkema.com).
- I am aware that the Shares I purchase will be held in France and valued in euros and that the value of my investment is therefore subject to fluctuations in the exchange rate between euros and US dollars. 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 the US dollar and that I am thus at risk regarding the amount that I have personally invested with regard to exchange rate fluctuations as well as the market value of the Shares.

## Free Shares

- I acknowledge that I will be eligible to receive a grant of matching shares from Arkema in accordance with the terms and conditions of the Offering Documents, U.S. Supplement and the Free Share Plan Rules (the "Free Shares"). I will be eligible to receive one Free share for every four whole Shares I subscribe to, up to a maximum of 25 Free 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 an Arkema Group entity through that date, unless an exception to such condition applies, as described in the U.S. Supplement and the Free Share Plan Rules. I acknowledge that I will not have any rights with respect to the Free Shares until the Free Shares are delivered to me.

## Reductions

- I acknowledge that the maximum number of Shares that will be issued in this Share Offering is limited by the total amount authorized by the board of directors of Arkema. If this amount is exceeded, my subscription will be reduced as set forth in the U.S. Supplement.

## Subscription payment

Payment may be made by check or through an employer loan (or a combination of these methods).

## Immediate payment:

- I may elect to pay all or a portion of my subscription payment by a check payable to my employer in accordance with the terms and conditions that will be provided to me on or prior to September 30, 2024. If I elect to pay for all or part of my subscription by check and I fail to do so, I authorize the company to deduct from my pay each payroll period the outstanding amount in equal installments over 52 biweekly periods.
- 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 or prior to September 30, 2024.

## Loan payment:

- My subscription payment may be made in whole or in part by means of an employer loan (the "Loan"). The principal amount of the Loan will be the aggregate purchase price of my subscription, unless I pay part of my subscription by check. I hereby authorize my employer to withdraw from my pay in equal installments on a biweekly basis 1/52 of the amount due under this payment method, the first withdrawal being made in the first half of November 2024.
- I certify that with regard to the amount of my subscription, my monthly payments will represent no more than a maximum of 10% of my net monthly salary.
- I acknowledge that to the extent my Loan (combined with all other loans and salary advances extended to me by the Arkema Group) exceeds \$10,000, I will incur imputed interest income.
- I have duly noted the terms and conditions of the Loan as described in the U.S. Supplement. In particular, I acknowledge that the Loan is a personal recourse loan, and that I will be personally responsible for repaying the Loan in full. Neither the Shares nor the Free Shares will be delivered to me until my Loan balance has been paid in full.
- I understand that the Loan will become immediately due and payable upon a termination of my employment for any reason, including due to retirement. I agree to pay the outstanding amount of my Loan at such time. If I receive severance in connection with my termination of employment, I may elect to continue repaying the Loan through periodic deductions from my severance payments through October 2026; provided, however, that in the event I make such an election and my severance payments do not extend through October 2026, the amount of each deduction shall be increased proportionately, such that the Loan balance is paid off in full at the time I receive my final severance payment. If I do not receive severance in connection with my termination from employment, or I do not elect to repay the Loan through deductions from any severance I may receive, then I must repay the Loan in full within 30 days following my termination from employment.
- I acknowledge that the Loan will also become immediately due and payable in full at the time of redemption (including any partial redemption) due to any other "Early Exit Event" as set forth in the U.S. Supplement or the termination of my employment for any reason before October 31, 2026. I agree to pay the outstanding amount of my Loan at such time.
- In the event that I default on my payment (either when due or upon a redemption following an Early Exit Event or upon the termination of my employment for any reason), my employer may implement any appropriate measures to recover its claim including but not limited to: (i) directing the Custodian to sell a sufficient number of Shares to repay the outstanding Loan balance and (ii) withholding any unpaid amounts owed to me (including the Free Shares), except to the extent such collection is prohibited by law or would cause me to become subject to interest or additional tax under Section 409A of the U.S. Internal Revenue Code of 1986 and the guidance and regulations promulgated thereunder.
- I acknowledge and agree that if I take a Loan, the Installment Deduction or Payment Note and Security Agreement will be fully enforceable against me and my estate and beneficiaries.
- I note that if my employment is scheduled to end before October 31, 2026, I may not pay for my subscription through a Loan.

## 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 Uptevia website.

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

## 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 is responsible. I understand that the information relating to me will be used by Arkema or by a third party authorized by Arkema to manage my subscription and/or my investment.
- 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 Uptevia, the account holder of the Shares 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 by writing to my Human Resources Department. 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 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 capital increase and for the management of the Share Offering and for the management of the Group Savings Plan (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.

## Other Representations and Undertakings

- I understand that my decision whether or not to participate in this Share Offering is entirely voluntary and personal. My decision will have no effect, either positive or negative, on my employment with the Arkema Group. Nothing contained in the Offering Documents or any other materials distributed or made available to me in connection with the Share Offering shall confer upon me any right or entitlement in respect of my employment. Participation in the Share Offering is separate from and does not form any part of any employment agreement to which I may be a party or the terms of my employment.
- 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, and I understand that the value of the Shares may decrease while I hold the Shares (including during the mandatory holding period) and may fluctuate due to changes in the euro/U.S. dollar exchange rate. I understand that the amount that I invest in the Share Offering is at risk.
- In addition, I understand that nothing contained in the Offering Documents or in any other materials distributed or made available to me in connection with this Share Offering shall confer upon me any right or entitlement in respect of future offerings.
- The Share Offering and its terms and conditions are governed by the laws of the Commonwealth of Pennsylvania if my U.S. employer is Arkema Inc., the laws of Wisconsin if my U.S. employer is Bostik, Inc., the laws of South Carolina if my U.S. employer is Coatex Inc., or the laws of Florida if my U.S. employer is ArrMaz Products Inc.

## General Meeting

- I request to receive the electronic communication services linked to my account regarding General Meetings and notice for shareholders general meetings and relevant documents for the shareholders general meetings of Arkema by email at the address I provided on the subscription website or on the Subscription Form.
- If I do not wish to receive these documents under electronic format,
- I check the box