



ARKEMA GROUP
2024 EMPLOYEE SHARE OFFERING
ONLINE TERMS & CONDITIONS FOR THE
UNITED STATES

I hereby authorize Uptevia (the “*Custodian*”) to subscribe, in my name and on my behalf for the number of Arkema shares that I will enter and validate in the next page online (the “*Shares*”) pursuant to the Arkema Group 2024 Employee Share Offering (the “*Share Offering*”).

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 Share on Euronext Paris for the 20 trading days preceding this decision, less a discount of 25%. 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 U.S. Supplement, the Online Election Form (including the Online Terms and Conditions of the Offer) and the Installment Deduction or Payment Note and Security Agreement (collectively the “*Offering Documents*”) were made available to me. I was advised to carefully review each Offering Document, and I have done so.

Capitalized terms not defined herein shall have the meanings ascribed to them in the U.S. Supplement.

I duly acknowledge that I am bound by the terms and conditions contained in the Offering Documents and hereby state that I subscribe for the Shares on the basis of such information. By clicking below, I hereby (1) elect to participate in the Share Offering and subscribe for the number of Shares that I will enter and validate in the next page online and (2) certify, acknowledge and agree to the following:

- I am an employee of an Arkema Group entity and I verify that the subscription is in my name. My employment within the Arkema Group over the course of 2024 and the twelve preceding months will be at least equal to three months as at the last day of the subscription period (September 30, 2024).
- The number of Shares for which I am subscribing is at least 1 share and does not exceed the subscription limit of 750 discounted Shares. In addition, the total amount of my subscription does not exceed 25% of my 2024 estimated gross annual compensation (subject to confirmation by Arkema as to reasonableness). My weekly pay deduction under the Installment Deduction or Payment Note and Security Agreement, if any, does not exceed 10% of my net biweekly compensation, as applicable.
- I acknowledge that the maximum aggregate number of Shares that will be issued in the Share Offering is limited by the total amount authorized by the board of directors of Arkema. **If this amount is exceeded, my subscription and my aggregate subscription amount will be reduced as set forth in the Offering Documents.**
- The Shares purchased 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.
- As the risk of my subscription is concentrated on the securities of one company, the French Autorité des Marchés Financiers recommends that I evaluate the advisability of diversifying the risk in regard to my financial savings. The value of the Shares will be closely related to Arkema’s financial situation and future financial results.
- My decision to participate in the Share Offering is entirely voluntary and personal and my decision will have no positive or negative effect on my employment with the Arkema Group. Moreover, nothing in the Offering Documents shall confer on me any right or entitlement with respect to 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 am not relying on any financial, tax or other advice from any Arkema Group entity 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.
- I acknowledge that nothing 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 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. or AMP Trucking, Inc.
- The Online Election 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 have been duly informed that the information contained in this Online Election Form will be used for the purpose of data processing in order to protect my rights in the context of this subscription. 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. 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. I recognize that I will be able to exercise the right to access and to rectify any information concerning my personal data by writing to my Human Resources Department.

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- 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 the Online Election Form is 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 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. I understand that I have the right to file a complaint with the competent authority, concerning the protection of my personal data.
- The subscription price is expressed in euros. Payment for my Shares will be requested in local currency (i.e., in U.S. dollars) at an exchange rate set on September 11, 2024, which is available at www.ake2024.arkema.com. My investment and gains or losses relating to my investment, if any, will be denominated in euros. My investment is subject to fluctuations in the Share price fixed in euros and I am thus at risk regarding the amount that I have personally invested. **I will not benefit from any protection or guarantee against exchange rate fluctuations between the euro and my local currency.**
- As a participant in the Share Offering, I will receive a grant of free Shares in accordance with the terms and conditions of the Offering Documents 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. The Free Shares are expected to be delivered to me on or about 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 Offering Documents and will not have any rights with respect to the Free Shares until the Free Shares are delivered to me.
- **Once I have elected to subscribe to the Share Offering by agreeing to the conditions set forth on this Online Election Form, by entering the number of Shares I wish to purchase, by validating my online request, and if I do not cancel my subscription by the end of the Subscription Period, my reservation will become binding and irrevocable at the close of the Subscription Period, 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.**
- Unless I elect to pay all of my subscription by check, my subscription payment will be made entirely or in part by means of an employee loan (the “**Loan**”) pursuant to the terms and conditions set forth in the Offering Documents and, in particular, the Installment Deduction or Payment Note and Security Agreement. The principal amount of the Loan will be the aggregate purchase price of my subscription (the “**Subscription Price**”).
- 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.
- Notwithstanding the forgoing, I may elect to pay all or a portion of my Subscription Price by a check to my employer in accordance with 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 over 52 biweekly pay periods.
- I acknowledge and understand that any payment default may result in the cancellation of my subscription and that no late payments will be authorized. It is therefore imperative that my account contain sufficient funds on September 30, 2024 if I elect to pay for my subscription by check.
- **The Loan is a personal recourse loan and I will be fully 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.
- The Loan will be repaid by biweekly salary deductions, with 1/52 deducted from my biweekly pay. Pay deductions will commence in the first half of November 2024. I certify that with regards to the amount of my subscription, my pay deductions will represent no more than a maximum of 10% of my net biweekly compensation.

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- The Loan will be repaid by biweekly salary deductions, with 1/52 deducted from my biweekly pay. Pay deductions will commence in the first half of November 2024. I certify that with regards to the amount of my subscription, my pay deductions will represent no more than a maximum of 10% of my net biweekly compensation.
- 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 of employment. I acknowledge that if the Loan is outstanding at the time of a redemption due to any other “Early Exit Event” (including any partial redemption) as set forth in the U.S. Supplement or the termination of my employment for any reason before the end of October 2026, it will become immediately due and payable in full. I agree to pay the outstanding amount of my Loan at such time.
- In the event that I default on payment, my employer may implement any appropriate measures to receive repayment of the Loan including: (1) directing the Custodian to sell a sufficient number of Shares to repay the outstanding Loan balance and (2) 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 US Internal Revenue Code of 1986 and the guidance and regulations promulgated thereunder.
- I acknowledge that if my employment is scheduled to end before the end of October 2026, I may not pay for my subscription through a Loan.
- **I ACKNOWLEDGE AND AGREE THAT I HAVE READ THE TERMS AND CONDITIONS OF THE “INSTALLMENT DEDUCTION OR PAYMENT NOTE AND SECURITY AGREEMENT;” UNLESS I HAVE ELECTED TO PAY FOR MY ENTIRE SUBSCRIPTION BY CHECK. If I have decided to take a Loan, I understand that the term “Subscription Documents” referenced below will be defined as the Online Terms and Conditions and the Installment Deduction or Payment Note and Security Agreement, and if I have not made such Loan election and paid the subscription price in full, the term “Subscription Documents” will only refer to the Online Terms and Conditions. By clicking below:**
 - I acknowledge and agree that the Subscription Documents will be deemed fully executed;
 - I agree to all of the terms and conditions of the Subscription Documents; and
 - I acknowledge and agree that the Subscription Documents will be fully enforceable against me and my estate and beneficiaries.