

**REGULATIONS OF THE FONDS COMMUN DE PLACEMENT D'ENTREPRISE (CORPORATE MUTUAL INVESTMENT FUND, FCPE)**

**ARKEMA ACTIONNARIAT  
INTERNATIONAL RELAIS 2024**

**The subscription of units of an FCPE implies the acceptance of its regulations.**

In application of the provisions of article L. 214-24-35 and article L 214-165 of the French Monetary and Financial Code, the management company:

**AMUNDI ASSET MANAGEMENT**

a *Société par actions simplifiée* (SAS) (French simplified joint-stock company) with share capital of EUR 1,143,615,555,

Registered in the Paris Trade and Companies Register under number 437 574 452. Registered office: 91-93 boulevard Pasteur - 75015 Paris.

Hereinafter referred to as the "Management Company"

has established an individualised group FCPE (hereinafter, "the Fund") in order to apply:

- the *Plan d'Epargne d'Entreprise de Groupe* (Group's Savings Scheme, referred to as the PEG A) reserved for capital increases signed on 15 May 2006 and subsequently amended.

under the provisions of Part III of Book III of the Third Section of the French Labour Code.

The only parties who may pay into this Fund are the employees and beneficiaries of the non-French companies that are affiliated to ARKEMA as defined in paragraph 2 of L 3344-1 of the French Labour Code and are members of the PEG A (the "ARKEMA Group").

Company: ARKEMA

Share capital: 745,435,140 euros

Address of registered office: 420 rue d'Estienne d'Orves - 92705 COLOMBES

CEDEX Business sector: Chemicals

Units in this Fund cannot be offered or sold directly or indirectly in the United States of America (including its possessions and territories), to or for the benefit of a "US Person"<sup>1</sup> as defined by US law.

By carrying out a subscription, individuals wishing to subscribe to units in this Fund declare that they are not "US Persons". Any unit holder who subsequently becomes a "US Person" must immediately inform the Management Company.

The Management Company can impose restrictions (i) on the holding of units by a "US Person" and in particular compulsorily redeem the units held, or (ii) on the transfer of units to a "US Person".

This power also extends to any person (a) who appears directly or indirectly in breach with the applicable laws or regulations of any country or any governmental authority, or (b) who might, in the Management Company's view, cause damage to the Fund that the Fund would not have otherwise endured or suffered.

<sup>1</sup> A definition of "US Person" is available on the Management Company's website at [www.amundi.com](http://www.amundi.com) under section "Legal Notice".

### Warning

This regulation is governed by French law. The Fund is a corporate mutual investment fund (*fonds commun de placement d'entreprise*) under French law.

The Fund's assets are held at a credit institution regulated by French law (CACEIS Bank) and managed by a management company regulated by French law (Amundi Asset Management).

Depending on your country of residence, any income and capital gains from the holding of Fund units may be subject to tax.

## **PREAMBLE**

This Fund is created as part of the capital increase reserved for employees of the ARKEMA Group and as part of the red as part of the Group's Savings Scheme, as authorised by the Ordinary and Extraordinary General Meeting of 15 May 2024.

The capital increase, scheduled for 30 October 2024, will be carried out on the basis of the subscriptions collected between 16 September and 30 September 2024. Subscriptions are irrevocable.

The Fund will acquire shares in ARKEMA at the subscription price which is set at €60.74. This price corresponds with the average opening price of the ARKEMA share on Euronext Paris from 14 August to 10 September 2024, minus a 25% discount.

The provisions relating to subscriptions made under this offer and the reduction conditions in the event of oversubscription are set out in the "SUBSCRIPTION" article of these regulations.

## **TITLE I IDENTIFICATION**

### **ARTICLE 1 - Name**

The name of the Fund is ARKEMA ACTIONNARIAT INTERNATIONAL RELAIS 2024.

### **ARTICLE 2 - Purpose**

The purpose of the Fund is to build a portfolio of financial instruments in accordance with the strategy defined in article 3 below.

Accordingly, the fund may only receive sums:

- paid within the scope of the Group Savings Plan (PEG A), coming
- from voluntary payments.

### **ARTICLE 3 - Management strategy**

The ARKEMA ACTIONNARIAT INTERNATIONAL RELAIS 2024 Fund is to be invested in ARKEMA shares on the occasion of the capital increase scheduled for 30 October 2024 which will be carried out on the basis of subscriptions collected from PEG A beneficiaries.

The beneficiaries may subscribe between 16 September 2024 and 30 September 2024.

The subscription price will be set on 11 September 2024 and will be equal to the average of the 20 opening prices of the ARKEMA share from 14 August to 10 September 2024, minus a 25% discount. The calculation of this subscription price will be rounded up to the nearest cent.

Prior to the date of acquiring shares as part of the capital increase, the Fund will follow the asset allocation rules for funds governed by article L. 214-164 of the French Monetary and Financial Code.

As from the capital increase date, the Fund will be classified as FCPE “invested in listed company securities” and will follow the asset allocation rules for FCPEs governed by Article L. 214-165 of the French Monetary and Financial Code, following a written declaration filed with the *Autorité des marchés financiers* (AMF or French Financial Markets Authority). The Fund will be invested exclusively in company securities, with the exception of liquidity.

After the capital increase, the “ARKEMA ACTIONNARIAT INTERNATIONAL RELAIS 2024” Fund will be merged with the “ARKEMA ACTIONNARIAT INTERNATIONAL” Fund after obtaining the authorisation of the Supervisory Board and subject to the approval of the AMF.

The inclusion of sustainability factors (environmental, social and employee matters; respect for human rights; anti-corruption and anti-bribery matters) in the investment process is not deemed relevant insofar as the Fund is invested, on an *ad hoc* basis, in prudent assets and then in listed Company securities.

The Management Company will not consider the adverse impacts of investment decisions on sustainability factors due to the investment policy of the Fund, which is categorised as a “fund invested in listed securities of the company”.

The Fund does not include environmentally sustainable economic activities within the meaning of the Taxonomy Regulation and, therefore, does not take into account the EU criteria for those activities.

## **A. Until the date of the capital increase**

### **Management objective and investment strategy**

The Fund is governed by the provisions of article L 214-164 of the French Monetary and Financial Code.

During the collection phase and prior to the subscription to the capital increase, any sums that may be received may be invested according to a prudent approach.

#### **► Risk profile**

It is managed within a sensitivity range of 0 to 0.5. Unit holders are advised that they may be unable to recoup the capital they invest.

The Fund is therefore exposed to the following risks:

Risk of loss of capital: unit holders are advised that there is no guarantee that they will recoup the capital invested, as they are exposed to the risk of a capital loss associated with the type of investments made by the Fund. Capital losses occur when units are sold at a price that is lower than their purchase cost.

Interest rate risk: this is the risk that interest rate instruments will fall as a result of interest rate changes. It is measured by the sensitivity, which is within the range of 0 to 0.5. In periods of rising interest rates, the net asset value could fall considerably.

Credit risk: this is the risk of a drop in the value of the securities issued by a private issuer or of that issuer's default. Depending on the transactions carried out by the Fund, the decrease (for long positions) or the increase (for short positions) in the value of the debt securities to which the Fund is exposed may lead to a drop in net asset value.

Sustainability risk: this relates to an environmental, social and governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment.

### **Asset allocation**

The Fund will be invested in cash products through “money market” or “short-term money market” UCITS and/or General Investment Funds.

The Fund may invest up to 100% of its assets in the units or shares of these Collective Investment Undertakings.

## B. As from the completion of the capital increase

### Warning

**Given that the Fund's portfolio will be concentrated in the shares of a single company, subscribers are advised to assess their individual need to diversify the risks of all their financial savings.**

The Fund will belong to the "invested in listed securities of the company" FCPE category. It will follow the asset allocation rules for FCPEs governed by article L.214-165 of the French Monetary and Financial Code.

#### ► Management objective and investment strategy

The Fund's management objective is to track the performance of the ARKEMA shares in which it will be invested, which may rise or fall.

#### ► Risk profile

The Fund will be invested in listed securities of the company. Consequently, changes in the portfolio will primarily depend on the financial position of the issuing company.

Risk of loss of capital: investors are warned that their capital is not guaranteed and that they may therefore not receive back the amount invested.

Specific equity risk: the Fund is fully or almost fully invested in ARKEMA shares. Investments will therefore track the rising or falling price of the ARKEMA share. Unit holders will therefore be exposed to fluctuations in the price of the ARKEMA share. If the ARKEMA share price falls, the net asset value of the Fund will fall.

Sustainability risk: this relates to an environmental, social and governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment.

Liquidity risk: in the specific case where the volumes of transactions on financial markets are very low, any purchase or sale on said markets can result in significant market fluctuations.

#### ► Asset allocation

The Fund will invest:

- at least 95% of its assets in the shares of ARKEMA;
- and the remainder (5%) in the units or shares of money-market UCITS and/or FIVG, or cash

#### ► Instruments used:

The Fund may use any of the following instruments:

The financial instruments listed below, whether governed by French or by foreign law:

- the units or shares of undertakings for collective investment in transferable securities and/or general investment funds;
- ARKEMA shares traded on the Eurolist market of the Euronext Paris stock exchange.

The Management Company may borrow cash on behalf of the fund, within the limit of 10% of the assets of the fund and within the exclusive context of the purpose and management strategy of the fund. The Fund's portfolio cannot be pledged as security against such loans.

Trading on futures markets: no

In accordance with Article 318-14 of the General Regulation of the French Financial Markets Authority, subscribers are hereby informed that the Fund may invest in Collective Investment Undertakings that are managed by the Management Company or a related company.

#### Overall risk ratio calculation method:

The Fund is not affected.

**Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (the “Disclosure Regulation”):**

As a financial market participant, the Management Company is subject to the Disclosure Regulation. This Disclosure Regulation lays down harmonised rules for financial market participants on transparency with regard to the integration of sustainability risks (Article 6), the consideration of adverse sustainability impacts, the promotion of environmental or social characteristics in investment processes (Article 8) and sustainable investment objectives (Article 9).

Sustainability risk is defined as an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential negative material impact on the value of the investment.

A sustainable investment means (i) an investment in an economic activity that contributes to an environmental objective, as measured, for example, by key resource efficiency indicators on the use of energy, renewable energy, raw materials, water and land, on the production of waste and greenhouse gas emissions, or on its impact on biodiversity and the circular economy, (ii) an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and labour relations, or (iii) an investment in human capital or economically or socially disadvantaged communities. Such investments must not significantly harm any of those objectives and the investee companies must follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance.

**Regulation (EU) 2020/852 (the “Taxonomy Regulation”) on the establishment of a framework to facilitate sustainable investment, and amending the Disclosure Regulation.**

Under the Taxonomy Regulation, environmentally sustainable investments are investments in one or more economic activities that qualify as environmentally sustainable under this Regulation. To ascertain the extent an investment is environmentally sustainable, an economic activity qualifies as environmentally sustainable where that activity (i) contributes substantially to one or more of the environmental objectives set out in the Taxonomy Regulation; (ii) does not significantly harm any environmental objectives set out in that Regulation; (iii) is carried out in compliance with the minimum safeguards laid down in the Regulation; and (iv) complies with the technical screening criteria that has been established by the European Commission in accordance with the Taxonomy Regulation.

**Information on Environmental, Social and Governance (ESG) criteria:**

Further information on how ESG criteria are taken into account by the Management Company is available on the Management Company’s website ([www.amundi.com](http://www.amundi.com)) and in the Fund’s annual report.

**Information on the Fund:**

The latest annual report is available from the Management Company:

Amundi Asset Management  
Service Clients Epargne Salariale  
91-93, Boulevard Pasteur - 75015 Paris

The Fund’s net asset value of the Fund is available on request from the management company and on the website: [www.amundi-ee.com](http://www.amundi-ee.com)

Past performance is updated annually in the KIID (Key Investor Information Document). This information is also available in the employee savings area at: [www.amundi-ee.com](http://www.amundi-ee.com).

The Fund is formed for an unlimited term.

The intention is to merge this Fund with the employee-shareholder fund called ARKEMA ACTIONNARIAT INTERNATIONAL after obtaining the agreement of the Supervisory Board and the approval of the French

## TITLE II SERVICE PROVIDERS OF THE FUND

### ARTICLE 5 - The Management Company

The Fund is managed by the Management Company in accordance with the strategy defined for the Fund.

Subject to the powers vested in the Supervisory Board, the Management Company acts in the best interests of unit holders and represents them vis-à-vis third parties in all matters pertaining to the Fund.

The Management Board is authorised by the French Financial Markets Authority under number GP04000036 and acts as a financial manager pursuant to Directive 2011/61/EU; it holds capital, beyond regulated equity requirements, which is appropriate to cover potential liability risks arising from professional negligence in the course of managing the Fund. Additionally, Amundi and its subsidiaries, including Amundi Asset Management, hold worldwide professional indemnity insurance against professional liability which may arise from their banking, financial and related activities. The insurance is underwritten by Crédit Agricole SA acting on its behalf and that of its French and international subsidiaries.

The Management Company has delegated the account management to CACEIS FUND ADMINISTRATION, located at 89-91 rue Gabriel Péri – 92120 Montrouge, France. The main business of the delegated account manager is the provision, in France and abroad, of services relating to financial asset management, including the valuing of financial portfolios and their administration and accounting. The Management Company has not identified any possible conflict of interest from these delegations. The Management Company has not identified any possible conflict of interest from this delegation.

### ARTICLE 6 - The Custodian

The Custodian is CACEIS BANK.

The Custodian performs the tasks of which it is responsible pursuant to the laws and regulations in effect as well as those contractually entrusted to it by the Management Company. It must ensure that the decisions taken by the Management Company are lawful. It performs, if necessary, all safekeeping measures considered appropriate. The Custodian shall notify the French Financial Markets Authority (AMF) of any disputes with the Management Company.

Under the delegation of the Management Company, the Custodian holds the Fund's issuer account.

### ARTICLE 7 - The Account Holder of the Fund units

The Unit Account Holder is responsible for the custody-account keeping of the Fund units held by the unit holders. It is approved by the Prudential Supervision and Resolution Authority (*Autorité de Contrôle Prudentiel et de Résolution*), after obtaining the opinion of the AMF.

It receives the unit subscription and redemption instructions, processes them and initiates the corresponding payments or settlements.

### ARTICLE 8 - The Supervisory Board

#### 1. Composition

The Fund has the same Supervisory Board as the "ARKEMA ACTIONNARIAT INTERNATIONAL" FCPE.

The representatives of the unit holders on the Fund's Supervisory Board are therefore the same as those on the Supervisory Board of the "ARKEMA ACTIONNARIAT INTERNATIONAL" FCPE. The members of the Supervisory Board, representing unit holding employees and former employees, must hold units in each of these two Funds.

The Supervisory Board, formed in application of article L. 214-164 of the French Monetary and Financial Code, is composed of 12 members pursuant to paragraph two of said article. Those members are:

- 8 members being unit-holding employees representing the current and former unit holding employees of the Group, elected from among all unit holding employees based on the number of shares held by each holder;
- 4 members representing the Group appointed by the Company's management.

In all cases, at least half of the members of the Supervisory Board shall be unit holding employees representing the unit holders who are employees or former employees of each company.

In all circumstances, the number of Company representatives must not exceed the number of unit holder representatives.

Each member may be replaced by an alternate who has been elected or appointed under the same conditions. Unit holders must have been ARKEMA Group employees for one year. A representative of the unit holders who ceases to be an employee (termination of employment contract or leaving the ARKEMA Group) will immediately cease to be a member of the Supervisory Board.

Any vacant positions will be renewed in accordance with the terms and conditions applicable to appointments set out above. This will take place immediately at the initiative of the Supervisory Board or, failing this, ARKEMA and, in any event, before the next meeting of the Supervisory Board.

## **2. Tasks**

The Supervisory Board will meet at least once per year in order to examine the management report and annual accounts of the fund, examine the financial, administrative and accounts management, and approve the annual report.

It will exercise the voting rights attached to the securities making up the assets of the Fund and decide on the contribution of securities and, to this end, will appoint one or more representatives to represent the Fund at the general meetings of the issuer companies.

The Supervisory Board may, where appropriate, submit draft resolutions to the General Meeting under the conditions stipulated by article L. 225-105 of the Commercial Code. For this purpose, it will appoint one or more agents to represent the Fund at the General Meeting.

When deciding how to exercise the voting rights attached to the securities issued by the company, the Supervisory Board will discuss the matter in the presence of the company's representatives but make the decision in the absence of the company's representatives.

It will decide on mergers, divisions and the liquidation of the Fund. Without prejudice to the powers of the Management Company and those of the liquidator, the Supervisory Board may take legal action to defend or assert the rights or interests of unit holders.

It may ask to meet with the Management Company, the Custodian and the Fund's Statutory Auditors, as defined in Article 9 below, who are required to attend the meeting.

The information communicated to the Social and Economic Committee covered by the provisions of Article L. 214- 165, II of the French Monetary and Financial Code, is sent to the Supervisory Board.

Only modifications relating to a change of Management Company and/or Custodian, or the merger, demerger,

## **3. Quorum**

When convened for the first time, the Supervisory Board may only validly deliberate if at least half of its members are present or represented by their replacements.

If the quorum is not reached when the first meeting is convened, a second meeting is convened by registered letter with acknowledgement of receipt. The Supervisory Board may validly deliberate with the members present or represented, on condition that at least one representative of the unit holders is present.

If, after a second notice, the Supervisory Board still cannot be convened, the Management Company shall draw up minutes of the failure to convene. A new Supervisory Board may then be set up at the initiative of the Company, of at least one unit holder or of the Management Company, under the conditions set out in these regulations.

If these provisions cannot be applied, the Management Company, with the agreement of the Custodian, reserves the right to transfer the assets of the fund to a "multi-company" fund.

For the calculation of the quorum and majority, the members of the Supervisory Board who attend the meeting via videoconference, audioconference or any other means of telecommunication allowing them to be identified and guaranteeing their effective participation shall be deemed to be present.

#### 4. Decisions

During the first meeting convened by any means by the Management Company, the Supervisory Board will elect a Chairman from among the employees representing the unit holders for a term of one year. This person may be re-elected.

The Supervisory Board may meet at any time of the year, either after being convened by its Chairman, or at the request of at least two-thirds of its members, or at the initiative of the Management Company or the Custodian.

Decisions will be taken by a majority vote of the members present or represented. In the case of equal votes, the Chairman of the meeting will have the casting vote.

However, decisions concerning the merger of the Fund with another fund, the division of the Fund into other funds, the liquidation of the Fund or the change of Management Company or Custodian will be taken by a qualified majority vote of two-thirds of the members plus one vote.

A representative of the Management Company will, as far as possible, attend the meetings of the Supervisory Board. The Custodian, if it deems this necessary, may also attend the meetings of the Supervisory Board.

An attendance register will be kept and signed by the members present. The deliberations of the Supervisory Board will be recorded in minutes, which will be signed by the Chairman of the meeting and at least one member attending the meeting.

These minutes will state the composition of the Board, the rules of quorum and majority, the members present, represented or absent and, for each resolution, the number of votes for and against, and the name and the position of the signatories of the minutes. They must be kept by the Chairman of the Supervisory Board and by ARKEMA, with a copy sent to the Management Company.

In any event, the minutes of the meeting will be prepared for each fund concerned by the meeting or the decisions of the Supervisory Board.

If the Chairman cannot attend, he/she shall be replaced by one of the members representing the unit holders present at the meeting and appointed by his/her colleagues. The Chairman can only be replaced by a member who is a unit holding employee representing the unit holders.

Any Supervisory Board member who is unable to attend and where the alternate is absent, may be represented by the Chairperson or by any other unit holding member of the Board who represents the unit holders. The powers thereby delegated must be attached to the attendance sheet and mentioned in the meeting minutes. Delegations of power may only be granted for a single meeting.

## ARTICLE 9 - Auditor

The Auditor is PRICEWATERHOUSECOOPERS AUDIT.

The Auditor is appointed for six financial years by the Board of Directors of the Management Company, after obtaining the approval of the French Financial Markets Authority (AMF).

The Auditor will confirm that the accounts are true and fair.

The Auditor's term of office may be renewed.

The Auditor must promptly notify the AMF of any event or decision relating to the undertaking for collective investment in transferable securities it discovers while performing its duties that may:

1. Breach any legal or regulatory provisions that apply to the undertaking and which may have a significant impact on its financial position, profits or assets;
2. Adversely affect its operating conditions or continued operation;
3. Result in the expression of reservations or the refusal to certify the accounts.

The Auditor supervises the valuation of the assets and the determination of the exchange ratios used in the event of conversions, mergers or divisions.

The Auditor assesses any contribution in kind for which it is responsible.

The Auditor certifies the accuracy of the asset allocation and other elements prior to publication.

The Auditor's fees are determined by mutual agreement between the Auditor itself and the Board of Directors of the Management Company on the basis of a schedule of work that sets out all the duties deemed necessary.

The Auditor certifies the financial statements used for the distribution of interim dividends.

## TITLE III OPERATION AND COSTS OF THE FUND

### ARTICLE 10 - The units

The rights of the co-owners are expressed in units, where each unit corresponds to the same fraction of the assets of the Fund, and may be divided into tenths, hundredths, thousandths etc.

The initial unit value on the formation of the Fund is equal to the ARKEMA share subscription value for the capital increase.

The Management Company shall ensure all unit holders are treated equally. The conditions for the subscription and redemption of units and access to information on the Fund are the same for all unit holders of the Fund.

### ARTICLE 11 - Net asset value

The net asset value is the value of a single unit. It is calculated by dividing the Fund's net assets by the number of units issued.

The net asset value is calculated every trading day of the Euronext Paris stock exchange, excluding statutory public holidays in France.

Where necessary, the Management Company may conduct an exceptional valuation of the unit to allow, for example, the immediate inclusion of the contribution from a special profit-share reserve.

The net asset value is transmitted to the AMF on its calculation date. It is made available to the Supervisory Board on the website of the Management Company dedicated to employee savings [www.amundi-ee.com](http://www.amundi-ee.com) from the first working day following its calculation and displayed on the premises of the company and its establishments. The Supervisory Board may request the communication of the calculated net asset values.

The transferable securities and financial instruments specified in article 3 of these regulations, which make up the assets of the fund, are valued as follows:

- **transferable securities traded on a French or foreign regulated market** are valued at the market price. The reference market value is calculated in accordance with the procedures established by the Management Company (opening price). These application procedures are also set out in the notes to the financial statements.

However, securities the price of which has not been recorded on the valuation date, or the price of which has been corrected, are valued according to their probable trading value under the responsibility of the Management Company. These valuations and their justification are communicated to the Statutory Auditors during their audits.

- **units or shares of UCITS and/or GIF or others CIUs** are valued at the last known net asset value on the valuation date.

### ARTICLE 12 - Amounts available for distribution

The net revenues and capital gains from the assets held in the Fund must be reinvested. The amounts thus reinvested will increase the overall value of assets.

### ARTICLE 13 - Subscription

Subscriptions will be collected from the beneficiaries of the PEG A scheme on the occasion of the capital increase and will be transmitted to the unit Account Holder.

No subsequent subscriptions may take place.

The minimum subscription amount is €15 and the maximum is equal to the subscription price of 750 discounted shares, subject to the limit of 25% of a subscriber's gross annual remuneration.

The custodial Account Holder or, where applicable, the entity holding the fund issue account, creates the number of units that each payment allows by dividing the latter by the initial unit value, as stated in Article 10 – The units.

The Custodial account Holder will notify ARKEMA or its delegate registrar of the number of units allocated to each unit holder, based on an allocation statement established by ARKEMA. ARKEMA or its delegate registrar will notify each unit holder of this allocation.

The FCPE may cease to issue units pursuant to paragraph 3 of Article L. 214-24-41 of the French Monetary and Financial Code, temporarily or permanently, in whole or in part, in objective situations leading to the closure of subscriptions, such as a maximum number of units issued, a maximum amount of assets reached or the expiry of a given subscription period. Existing unit holders will be informed by any means of the activation of this tool, as well as of the threshold and the objective situation which led to the decision to close the fund partially or totally. In the event of a partial closure, this information by any means will explicitly specify the terms and conditions under which existing holders may continue to subscribe during the period of this partial closure. Unit holders are also informed by any means of the Management Company's decision to terminate the total or partial closure of subscriptions (when falling below the trigger threshold), or not to terminate it (in the event of a change in the threshold or in the objective situation that led to the implementation of this tool). A change in the objective situation invoked or in the trigger threshold of the tool must always be made in the interest of the unit holders. The exact reasons for these changes will be communicated by all available means.

Subscription applications will be reduced if the total number of ARKEMA shares applied for during the subscription period is greater than the number of ARKEMA shares offered for subscription by the Board of Directors of ARKEMA within the framework of the authorisation of the shareholders.

In the event of over-subscription, the following reduction formula will be applied:

The total number of shares being offered for subscription will be divided by the number of subscribers (the "Average Amount");

All subscription orders will be met up to this Average Amount.

The remaining shares being offered will then be divided by the number of subscribers whose subscription request is greater than the Average Amount (the "New Average Amount"). They will then be allotted shares up to this New Average Amount.

This calculation will be repeated until all the shares offered for subscription have been allocated.

Example:

Number of shares offered: 1,000 Number

of subscribers: 5

- Subscriber 1: 80

- Subscriber 2: 105

- Subscriber 3: 227

- Subscriber 4: 341

- Subscriber 5: 500

Number of shares applied for: 1,253

1) calculation of the Average Amount:  $1,000/5 = 200$

2) Allocation of the Average Amount:

- Subscriber 1: 80 (allocated in full)

- Subscriber 2: 105 (allocated in full)

- Subscriber 3: 200 (27 shares exceeding the Average Amount not yet allocated)

- Subscriber 4: 200 (141 shares exceeding the Average Amount not yet allocated)

- Subscriber 5: 200 (300 shares exceeding the Average Amount not yet allocated)

3) Calculation of the New Average Amount with the remaining shares:  $215/3 = 71$

4) Allocation of the New Average Amount

- Subscriber 3: 27 (with the allocation of 200, allocated in full)

- Subscriber 4: 71 (70 shares exceeding the New Average Amount not yet allocated)

- Subscriber 5: 71 (229 shares exceeding the New Average Amount not yet allocated)

5) Calculation of a New Average Amount with the remaining shares:  $46/2 = 23$

6) Allocation of this New Average Amount

- Subscriber 4: 23 (47 shares exceeding this New Average Amount not allocated)
- Subscriber 5: 23 (206 shares exceeding this New Average Amount not allocated).

As the last two subscriptions are greater than the remaining shares, they will not be allocated in full.

	Before allocation	1st allocation	2nd allocation	3rd allocation	Total shares allocated
Subscriber 1	80	80			80
Subscriber 2	105	105			105
Subscriber 3	227	200	27		227
Subscriber 4	341	200	71	23	294
Subscriber 5	500	200	71	23	294
Total	1253	785	169	46	1000
Number of remaining subscribers	5	3	2	0	0
Number of shares available	1000	215	46	0	
Average Amount	200	71	23	0	0

Any reduction in individual applications will be applied first to direct debit payments and then to salary advances.

## ARTICLE 14 – Redemption

Beneficiary unit holders or their dependants may request the redemption of all or part of their units, under the conditions set out in the agreements.

Unit holders who have left the Company are notified by the Company of the availability of their units. If they cannot be reached at the last address provided, upon expiry of a one-year period from the date on which their rights became available, said rights will be retained by the Management Company until the end of the limitation period set out in Article D. 3324-38 of the French Labour Code. They may be automatically transferred to a money market fund.

Applications for redemptions, along with their supporting documents where applicable, must be sent to the unit Account Holder. This may be done through ARKEMA or its delegate registrar. Redemptions will be based on the next calculated net asset value (D) provided applications are received by 12:00 if by post or 23:59 if over the internet on the previous trading day (D-1) of the Euronext Paris stock exchange. Units will be redeemed at the redemption price calculated in accordance with these regulations.

The units will be paid in cash and deducted from the Fund's assets. Under no circumstance may payment be processed through intermediaries' bank accounts, notably those of the company or the Management Company. The corresponding amounts will be remitted directly to the beneficiaries by the unit Account Holder. This transaction will take place within a period not exceeding 15 days after the calculation of the net asset value following receipt of the redemption application.

The Management Company carries out special monitoring of funds invested in company securities due to their specific management and control requirements, and ensures that potential risks are prevented. In particular, the aim is to ensure that redemption payments to the relevant employees comply with the Management Company's regulatory obligations, and do not affect the management of the Fund or the remaining unit holders.

In exceptional circumstances, the absence of a redemption cap mechanism may result in the fund being unable to honour redemption requests, thereby increasing the risk of a complete suspension of subscriptions and redemptions from this fund.

## ARTICLE 15 - Issue and redemption price

The issue price for the unit is equal to the net asset value calculated in accordance with article 11 above.

The redemption price for the unit is equal to the net asset value calculated in accordance with article 11 above.

## ARTICLE 16 – Fees and operating expenses

	Fees billed to the Fund	Basis	Rate	Assumed by the Fund/company
P1	Financial management fees			
P2	Operating costs and other services (1)	Net assets	0.08% maximum incl. VAT with a minimum of €10,000 over the life of the fund	Company
P3	Indirect fees: Subscription	Net assets	None	not applicable
	fee Redemption fee	Net assets	None	not applicable
	Management fees	Net assets	None	not applicable
		Net assets		not applicable
P4	Transaction fee			
	- from transactions	Deducted from each transaction or operation	None	not applicable
	- from securities transactions		None	not applicable
- from other operations	None		not applicable	
P5	Performance fee	Net assets	Nil	N/A

(1) These operating costs and other services include:

Custodian, legal, auditing, tax fees, etc.

- Auditing fees
- Custodian fees
- Valuer fees

Fees relating to compliance with regulatory obligations and reports to authorities:

- Compulsory dues paid to Professional Associations

**TITLE IV**  
**ACCOUNTING INFORMATION AND INFORMATION DOCUMENTS**

**ARTICLE 17 - Financial year**

The financial year commences on the day after the last trading day of the Euronext Paris stock exchange in December and ends on the final trading day of said stock exchange in December of the following year or the preceding day if the final day is a statutory public holiday in France.

On an exceptional basis, the first financial year following the creation date of the fund will begin on the date of its creation and will end on 31 December 2024.

**ARTICLE 18 - Semi-annual document**

Within the six weeks following each half-year, the Management Company will draw up the inventory of the fund's assets under the control of the Custodian.

Within eight weeks of the end of each six-month period, the Management Company is required to publish the allocation of the Fund's assets, after certification by the Fund's Auditor. To this end, the Management Company sends this information to the Supervisory Board and the Company, from which any holder may request it.

**ARTICLE 19 - Annual report**

Each year, within the six months following the financial year-end, the Management Company will send the company the inventory of assets, certified by the Custodian, the balance sheet, the profit and loss account, and the notes to the accounts prepared in accordance with the accounting plan in force and certified by the Auditor, and the management report.

The Management Company provides each unit holder with a copy of the annual report, which may, with the agreement of the Supervisory Board, be replaced with a simplified report stating that the annual report is available to any unit holder who requests it from ARKEMA.

The annual report will notably indicate:

- the amount of the Auditor's fees;
- the indirect commissions (management fees, subscription and redemption fees) payable by the FCPE if more than 20% is invested in CIU units or shares.

## TITLE V CHANGES, LIQUIDATION AND DISPUTES

### ARTICLE 20 - Changes to the regulations

Changes to these regulations, depending on their purpose, will be subject to the prior approval of the Supervisory Board, in accordance with the provisions set out in article 8.2 of the regulations. Any change comes into effect at the earliest three working days after the Company informs the unit holders, at the very minimum in accordance with the procedures specified in the instruction of the AMF, i.e., as the case may be, via a display on the Company's premises, an insertion in an information document and a letter sent to each unit holder.

### ARTICLE 21 - Change of Management Company and/or Custodian

The Supervisory Board may decide to change the Management Company and/or Custodian, particularly if either decides to no longer carry out its duties or is unable to carry out its duties.

Any change to a Management Company and/or Custodian requires the prior consent of the Fund's Supervisory Board and the approval of the AMF.

When the new Management Company and/or Custodian has been appointed, the transfer will take place within a maximum of three months from the approval of the AMF.

During this period, the old Management Company will draw up an interim management report covering the period of the financial year during which it managed the Fund, and will establish an inventory of the fund's assets. These documents will be transmitted to the new Management Company on a date fixed jointly by the old and the new Management Company and the old and the new Custodian, after notifying the Supervisory Board of this date or, failing this, at the end of the aforementioned three-month period.

In the case of a change of Custodian, the old Custodian will transfer the securities and other asset items to the new Custodian in accordance with the arrangements agreed between the Custodians and, where applicable, the Management Company(ies) concerned.

### ARTICLE 22 - Merger / Division

An operation of this type will be decided by the Supervisory Board. Should said Board be unable to meet, the Management Company may, in agreement with the Custodian, transfer the assets of this Fund to a "multi-company" fund.

The agreement of the Supervisory Board of the receiving fund will be required. However, if the regulations of the receiving fund provide for the contribution of assets from other funds, this agreement will not be required.

These transactions may only take place after approval by the *Autorité des marchés financiers* and after the unit holders of the contributing fund have been informed under the conditions set out in Article 20 of these regulations. They are performed under the supervision of the Statutory Auditors.

If the Supervisory Board can no longer meet, the assets may only be transferred after the information letter has been sent to unit holders by the Management Company or, failing this, by ARKEMA.

The new rights of unit holders are calculated based on the net asset value of the units of the fund(s), determined on the day these transactions are performed. The unit Account Holder sends the unit holders of the absorbed or split fund a statement indicating the number of units they now hold in the new fund(s). ARKEMA provides unit holders with the key investor information document(s) for this (these) new fund(s) and makes sure the text of the regulations of this (these) new fund(s) is available to them, which has been brought into line, where applicable, with current legislation.

### ARTICLE 23 - Changes to individual investment choice and partial collective transfers

These transactions are possible if the liquidity of the original FCPE

allows it. Change of individual investment choice:

If the participation agreement or regulations of the employee savings plan so provide, a unit holder may request a change of individual investment choice (transfer) from the current Fund to another investment vehicle.

In this case, they must send a change of individual investment choice application form to the Auditor (or comply with the provisions set down in the company-level agreement).

Partial collective transfers:

The Social and Economic Committee or, failing this, the signatories to the agreements or, failing this, 2/3 of the unit holders in the same company, may decide on the collective transfer of the assets of current and former employees of the same company from the current Fund to another investment vehicle.

Contributions to a new FCPE are then made under the same conditions as those set out in the last paragraph of Article 22 of these regulations.

The Fund may not be liquidated as long as there are unavailable units.

1. When all units are available, the Management Company, the Custodian and the Supervisory Board may decide, by mutual agreement, to liquidate the Fund at the end of the period mentioned in Article 4 of these Regulations; in this case, the Management Company shall be empowered to liquidate the assets, and the Custodian to distribute the proceeds of this liquidation to unit holders on one or more occasions.

Failing this, a liquidator shall be appointed by the courts, at the request of any interested party. The Auditor and the Custodian will continue to carry out their duties until the liquidation proceedings are complete.

2. If there are still unit holders who cannot be reached at the last address they have provided, the liquidation may only take place at the end of the first year following the availability of the last units created. If all the units that become available belong to unit holders who cannot be reached at the last address they have provided, the Management Company may:

- extend the Fund beyond the expiry date stipulated in the regulations;
- or, with the agreement of the Custodian, transfer these units, upon expiry of a one-year period from the date on which all the rights of unit holders become available, to a "multi-company" monetary fund managed by the Management Company, and dissolve the Fund.

When all the units have been redeemed, the Management Company and the Custodian may decide, by joint agreement, to dissolve the fund. The Management Company, the Custodian and the Statutory Auditors shall continue to perform their duties until the dissolution operations are completed.

## ARTICLE 25 - Disputes - Jurisdiction

Any disputes relating to the Fund that may arise while the Fund is in operation, or during its liquidation, between the unit holders and the Management Company or the Custodian, are referred to the jurisdiction of the competent courts.

Regulations of the ARKEMA ACTIONNARIAT INTERNATIONAL RELAIS 2024  
Approved by the *Autorité des Marchés Financiers* (French Financial Markets Authority) on 11 June 2024.