

ARKEMA GROUP EMPLOYEE SHARE OFFERING 2024

COUNTRY SUPPLEMENT FOR SWITZERLAND



You have been invited to invest in shares of Arkema under the umbrella of the Arkema Group employee share offering 2024. You will find below a brief summary of the terms of the offering, the local offering information and principal tax consequences relating to the offering.

→ SUMMARY OF THE OFFERING

To be read in conjunction with the employee brochure and other materials distributed to you.

■ A share capital increase reserved for employees

Arkema-shares will be offered to all eligible employees of participating Arkema Group companies, pursuant to Arkema's capital increase reserved to such employees. The Arkema Group Employee Share Offering is being offered as a "Classic" plan.

If the total number of requested Arkema-shares exceeds the offered Arkema-shares (1'350'000 shares), the number of Arkema-shares requested may be reduced. In this event, each participant will be notified personally.

■ Eligibility

All current employees of Arkema and the employees of its participating direct and indirect majority-owned subsidiaries, in each case subject to a minimum employment condition of three months measured at the close of the subscription period. In addition, such employee must be employed at the time of submission of the subscription form and have an unterminated employment contract at the end of the subscription period.

■ Subscription period

The subscription period starts on September 16, 2024 and lasts until September 30, 2024 (inclusive).

If you decide to participate to the 2024 Offer, we invite you to log in to the website, www.ake2024.arkema.com, between September 16, 2024 and September 30, 2024, and click on the "Subscribe" button. You will be asked to enter the user ID and password that have already been sent to you.

If you cannot subscribe online, you may submit your paper subscription form before September 30, 2024 to your HR person in charge.

■ Subscription price

The subscription price for the Arkema-shares will be at a discount of 25% from the "reference price".

The reference price is based on the average of the opening price of the Arkema share on the 20 trading days preceding the date of the decision of the CEO approving the offering.

Payment will be requested in Euros (for the employees of Arkema International SA and Bostik Schweiz AG).

During the life of your investment, the value of the Arkema-shares will be affected by fluctuations in the currency exchange rate between the euro and the Swiss Franc. As a result, if the value of the euro strengthens relative to the Swiss Franc, the value of the Arkema-shares expressed in Swiss Francs will increase. On the other hand, if the value of the euro weakens relative to the Swiss Franc, the value of the Arkema-shares expressed in Swiss Francs will decrease.

Your investment is capped

The maximum subscription amount you can invest will be equal to the lesser of (i) the subscription price of 750 discounted Arkema-shares and (ii) 25% of your gross annual compensation for 2023.

The minimum amount of investment will be 15 euros.

Your total subscription amount does not need to correspond to an exact number of Arkema-shares. Fractions of units will be issued by the FCPE as well (see Custody of your shares).

■ Method of payment

In Switzerland, the following payment methods will be offered:

If you are an employee of **Arkema International SA**:

- Payment via bank transfer in euros (1):

Bank: Credit Suisse, Genève 70

Account number: 594039-72-1

SWIFT Code: CRESCHZZ80A

Clearing number: 4835

IBAN: CH 05 0483 5059 4039 72001

- Payment via payroll deductions in euros (2)

- A combination of payment via bank transfer and payroll deductions in euros (3)

If you are an employee of **Bostik Schweiz AG**:

- Payment via bank transfer in euros (1) :

Bank : Credit Suisse, 8070 Zurich

Account number : 1833669-02-1

SWIFT Code: CRESCHZZ80A

Clearing number : 4835

IBAN: CH13 0483 5183 3669 0200 1

- Payment via payroll deductions in Swiss Francs (2)

- A combination of payment via bank transfer and payroll deductions in Swiss Francs (3)

(1) If you choose to pay via bank transfer, you have to pay the total subscription amount by means of bank transfer until September 30, 2024 at the latest. If you fail to pay the total subscription amount until that date, your subscription order will be cancelled automatically and without any further notice.

(2) Your employer is offering a loan for the subscription price to be repaid over 24 monthly installments through payroll deductions. By choosing this payment method, you authorize your employer to make direct deductions from your salary over a period of 24 months.

(3) If you choose a combination of payment via bank transfer and payroll deductions, you have to pay the amount indicated in the subscription form by means of bank transfer until September 30, 2024 at latest. If you fail to pay the subscription amount indicated in the subscription form until that date, your subscription order will be cancelled automatically and without any further notice. Furthermore, you authorize your employer to make direct deductions from your salary over a period of 24 months for the subscription price indicated in the subscription form.

Payroll deductions in any given month cannot exceed 10% of your net monthly salary. Please note that certain additional limitations may apply on the amount that may be deducted from your salary depending on your canton of residence.

■ Custody of your shares

Your Arkema-shares will be subscribed and held on your behalf by a collective shareholding vehicle, known as a Fonds Commun de Placement d'Entreprise, or an FCPE, which is commonly used in France for the conservation of shares held by employee-investors. Your investment will be held via a "temporary" FCPE, the "Arkema Actionnariat International Relais 2024", which will be merged shortly after the capital increase into the "Arkema Actionnariat International" FCPE. You will be issued units in the FCPE corresponding to the Arkema-shares you will have subscribed.

■ Your investment will be subject to approximately a five-year lock-up period

In consideration of the benefits granted under this offering, your investment is subject to a lock-up period of approx. five years (ending on October 30, 2029), during which you will not be able to redeem your investment unless you qualify for an early exit (see "Early exit events" below).

■ Early exit events

You may request redemption of your investment during the above-mentioned lock-up period in the following circumstances only:

1. marriage or civil union agreement of the employee;
2. where a child is born or a child arrives at the home in view of being adopted, provided the employee's household is already financially responsible for at least two children;
3. in the event of divorce or separation, when this event is accompanied by a court decision specifying that the sole or shared ordinary place of residence of at least one child is at the domicile of the employee concerned;
4. where the employee, his or her spouse resp. civil union partner or children, suffers from a disability as defined by French law;
5. death of the employee or his/her spouse resp. civil union partner;
6. An early redemption is permitted in case of domestic violence committed against the beneficiary by his or her spouse, civil partner or partner or his or her former spouse, civil partner or partner;
7. termination of the employment contract;
8. where the employee, his or her children, or spouse resp. civil union partner, allocates the amounts saved to create certain businesses as provided for by French law;
9. where the employee allocates the amounts saved to the acquisition or enlargement of his or her principal residence entailing the creation of a new living area, or for repairing damages caused on his main residence by a natural disaster defined as such by local authorities.

The above is a summary of the current early exit provisions permitted under French law. The early exit events are to be interpreted and applied in a manner consistent with French law. Before relying or attempting to rely on any of these early exit events, you should consult with your employer to make sure that your case meets all the requirements of French law.

Employees (or their successors) must present a request for redemption within a period of six months after the occurrence of such event, except in the event of the death, disability, domestic violence or termination of the employment contract, in which cases your redemption request may be made at any time. For further information, please contact your human resources office.

■ Dividends

Any dividends paid with respect to Arkema-shares, while such Arkema-shares remain in the FCPE, will be reinvested by the FCPE in additional Arkema-shares. The dividends will not be paid out directly to employees. These reinvested dividends will result in the issuance of additional units to employees.

■ Voting rights

As long as the Arkema-shares are held by the FCPE, the voting rights pertaining to such Arkema-shares will be exercised by the elected members representing the unitholders of the supervisory board of the FCPE on behalf of the employees.

■ Redemption

Your investment will become available upon the expiry of the lock-up period of approx. five years, or earlier, if you qualify for an early exit. Prior to the end of the lock-up period, you will be informed of the availability of your investment. At that time, you may request the redemption of your investment or you may continue to hold your Arkema-shares through the FCPE.

■ Securities notices

The FCPE Arkema Actionnariat International Relais 2024 and the FCPE Arkema Actionnariat International constitute an employee benefit plan, which is exclusively offered to eligible employees of participating companies of the Arkema group. In accordance with article 120 (5) of the Swiss Federal Act on Collective Investment Schemes, the FCPE Arkema Actionnariat International Relais 2024 and the FCPE Arkema Actionnariat International have not been approved by the Swiss Financial Market Supervisory Authority (FINMA) as a foreign collective investment scheme in Switzerland. The units in the FCPE Arkema Actionnariat International Relais 2024 and the FCPE Arkema Actionnariat International may only be offered and this offering documentation may only be distributed in or from Switzerland as part of such employee benefit plan.

■ Data Protection

Please be informed that personal data regarding your subscription will be disclosed to your employer for the purposes of salary administration. In addition, your employer may be obliged to disclose your participation in the Offering and any taxable income deriving thereof to the competent cantonal tax administration.

The information provided in connection with the Arkema Group Employee Share Offering as well as the information provided in case of an early exit event may only be used for managing the Arkema Group Employee Share Offering and for meeting legal obligations. This information is transmitted to any person entrusted with the management of the Arkema

Group Employee Share Offering. In particular, information provided in connection with the Arkema Group Employee Share Offering may be transmitted to persons in France for the processing and administration of the Arkema Group Employee Share Offering. Please note that personal information in the event of an early exit (e.g. the reason you apply for an early exit) may also be transmitted to these persons in France. The information is retained for the necessary time for the management of your assets (i.e. at least for the time of the lock-up period set out in the plan) and for meeting the legal obligations.

Arkema, with registered seat in 420 rue Estienne d'Orves, 92705 Colombes Cedex, France is responsible for the processing. Your personal information is processed by Arkema, your employer and by Amundi ESR, with registered seat in 90 boulevard Pasteur, 75015 Paris, France (postal address : 26956 VALENCE CEDEX 9, France) mandated by Arkema for the execution of all operations related to the treatment of your subscription, accounting and management of your assets in connection with the Arkema Group Employee Share Offering. You may also withdraw your consent for the treatment of this information at any time. However, this withdrawal does not affect the validity of processing activities based on consent prior to withdrawal.

Finally, please note that you have the right to consult and as the case may be to demand rectification of all information concerning you. To this effect, we kindly ask you to contact your employer directly. In addition, you have the right to contact the CNIL (the authority of protection of personal information) for the protection of your data.

→ FREE SHARES

■ Grant of Free Shares

It is expected that the Board of Arkema will grant to all participants in the Classic Offer the right to receive free shares, subject to the conditions contained in the Free Share Plan Rules. It is expected that this grant will be made on November 5, 2024 (the "Grant Date"). A summary of the terms of the Free Share Plan Rules is provided below. You can access the Free Share Plan rules (in French or in English) upon request to your HR department.

The Arkema employers participating in the plan are referred to as the "Participating Companies".

■ Eligibility

In order to be eligible to receive a grant of shares under the Free Share Plan, an employee must satisfy the following conditions:

- such employee must have submitted a valid subscription form to participate in the Classic Offer and complied in full with all of the terms and conditions of such offer;
- and
- such person must have been employed by a company of the Arkema Group on the Grant Date, unless one of the events listed under section "Exception to the Continued Employment Condition" below occurs between the date of subscription and the Grant Date.

In order to receive the free shares, the employee must satisfy the Continued Employment Condition described below.

■ Number of Free Shares and Limit of the Grant of Free Shares

All eligible employees that satisfy the above conditions of the Free Share Plan will be granted a right to receive free shares from Arkema. The eligible employee will be granted one matching share for every four (fully) subscribed shares, up to a maximum of 25 matching shares.

For the avoidance of doubt, subscribed shares shall be based on the amount actually delivered, taking into account any reductions that may be made due to individual or total orders in Arkema Offer exceeding the permitted or available amounts.

■ Information on the Grant of Free Shares

Within a few weeks following the grant by the Board, each eligible employee will receive a letter or statement confirming that he or she is an eligible employee and setting forth the number of free shares granted to him or her.

■ Vesting and Delivery of Free Shares

The free shares will be delivered to all eligible employees four years after the grant, on or about November 6, 2028 (the "Date of Delivery"), provided that the conditions of the Free Share Plan rules (in particular the Continued Employment Condition) have been satisfied during that period. The period between the Date of Grant and the Date of Delivery is referred to as the "Vesting Period". Prior to the Date of Delivery, eligible employees will not own the free shares, and consequently will have no right to any dividends paid in respect of the free shares (or for which the record date is prior to such date) and will have no right to vote at shareholders' meetings.

■ Non-transferability of the Rights of Free Shares

The rights resulting from the grant of free shares are personal to each eligible employee. An eligible employee cannot sell, transfer or pledge his or her right to receive the free shares under the Free Shares Plan. The only exception to this restriction is for transfers that occur through succession to legal beneficiaries, in the event of the death of the eligible employee.

■ Continued Employment Condition

In order to receive the free shares, the eligible employee must have remained an employee of the Arkema Group (Arkema and its majority-owned subsidiaries) for the full duration of the vesting period. Such employment must be continuous and without interruption.

For sake of clarity, if at any time during the Vesting Period, an eligible employee ceases to be an employee of the Arkema Group, such employee will lose all rights to the free shares. These rights will not be restored even in the event such person subsequently becomes reemployed within the Arkema Group.

■ Exception to the Continued Employment Condition

An eligible employee will be deemed to satisfy the Continued Employment Condition if, at any time during the relevant Vesting Period, the eligible employee ceases to be employed for any of the following reasons:

(i) Death

In the event of the eligible employee's death, the legal heir or heirs or the executor of the will of the deceased beneficiary may request delivery of the free shares within a period of six months following the date of death. In this case, any free shares granted shall be delivered to such heir or heirs promptly following such request and the Vesting Period will not apply.

In the absence of such a request, the free shares granted to the deceased eligible employee shall be delivered to such heir or heirs on the Date of Delivery.

(ii) Disability

In the event of a disability corresponding to a classification in the second or third categories provided for in Article L.341-4 of the French Social Security Code (or its equivalent in foreign law), the free shares granted shall be delivered to the eligible employee at the end of the Vesting Period.

(iii) Retirement

In case of retirement at the age provided for retirement under relevant local law or employer practice.

In such case, the free shares granted shall be delivered to the eligible employee at the end of the Vesting Period. This exception will only be allowed where legally permissible.

(iv) Redundancy or termination without cause

In case of redundancy or termination without cause, the free shares granted shall be delivered to the eligible employee at the end of the Vesting Period. For the avoidance of doubt, a termination for cause related to the employee's conduct or performance will result in a loss of the right to the free shares.

(v) Loss of Participating Company status or divestiture of business or operating unit

In the event of a change in control of a Participating Company or in case of a divestiture of business or operating unit (including outsourcing), an eligible employee of the relevant company, business or operating unit shall not lose his or her right to the free shares as a result of such change or divestiture.

■ Ownership of the Free Shares and Selling Restrictions

At the Date of Delivery, any free shares will be delivered to each eligible employee. Following the receipt of the free shares the recipient will be free to sell them, without selling restrictions other than insider trading restrictions. The free shares will be delivered as from the Date of Delivery in one or several shareholding funds (FCPE) and by subscribing to such Plan the employee is deemed to accept such method of delivery.

In the event that an Arkema Company is required to pay taxes, social charges or any other governmental charges on behalf of any eligible employee as a result of the grant to such employee or delivery of the free shares, Arkema reserves the right to delay the transfer of the free shares to such person until such person has paid all such amounts, or made arrangements for payment that are satisfactory to Arkema, or to cause the sale of the shares and withhold from the proceeds the relevant amounts.

■ Changes to the Free Share Plan

In the event of a restructuring of Arkema that results in a split of the company or a transfer of all or substantially all of its assets to another entity prior to the Date of Delivery, the Free Share Plan may be modified by the Board of Arkema or by law in order to substitute shares in the surviving or successor entities for the Arkema-shares originally provided for under the Free Share Plan.

TAX INFORMATION FOR EMPLOYEES

RESIDENT IN SWITZERLAND

The following summary sets forth general principles that are expected to apply to employees who are and shall remain from the subscription until the disposal of their investment (i) resident in Switzerland for the purposes of the tax laws of Switzerland and the Convention between Switzerland and the French Republic for the avoidance of double taxation dated September 9, 1966 (the “Treaty”) and (ii) are entitled to the benefits of the Treaty. This summary is given for informational purposes only and should not be relied upon as being either complete or conclusive. For definitive advice, employees should consult their own tax advisors regarding the tax consequences of participating in the Arkema Group Employee Share Offering.

The tax consequences listed below are described in accordance with Swiss tax law and tax practices as well as the Treaty, all of which are applicable at the time of the offering. These laws and practices and the Treaty may change over time.

Please note that the Swiss tax information described below is the subject of a tax ruling request in progress. You will be informed of the results of the tax ruling request in the event they differ from what is described herein.

If employees of Arkema International SA are not Swiss tax resident : the below summary will not be applicable to them.

A. Taxation in France

You will not be subject to taxation in France upon subscription. Provided your investment is held through a FCPE and such FCPE reinvests any dividends that may be distributed by Arkema, you will not be subject to tax or social charges in France. Any gains realized upon your investment are not subject to taxation or social charges in France.

B. Taxation in Switzerland

■ Upon subscription

In general, the share price discount is subject to income taxation and social security contribution. However, because your Arkema-shares are subject to a five-year lock-up period, you may benefit from a tax discount of approximately 6% for each year of the lock-up period. For a five-year lock-up period, a tax discount of 25.274% applies. As the tax discount is close to the share price discount, you may expect to realize a no or a minimal taxable income from subscription only (subject to an early exit) (note: you will realize a taxable income if the closing share price of the first day of the subscription period minus 25.274% is higher than the subscription price).

■ Dividends

Dividends are subject to income tax. Each year you will receive a detailed statement from the FCPE showing your share of the dividend received by the FCPE Arkema Actionnariat International. You are obliged to declare such income in your personal tax return and to pay the respective income tax thereon. Dividend income is not subject to social security contributions.

■ Upon redemption

No tax consequences arise if you redeem your units for cash at or after the end of the lock-up period, i.e. on or after October 30, 2029. However, if you redeem your units before that date because of an authorized early exit event, income tax as well as social security contributions will arise in the year of the early exit. The taxable income will be calculated pursuant to the formula $x - x : 1,06^n$, where x represents the fair market value of the Arkema-shares upon redemption and n the number of remaining years of lock-up.

→ OTHER

■ Reporting obligations with respect to the subscription, holding and sale of the FCPE units, as well as with respect to the receipt of dividends, if any.

Your participation under the Arkema Group employee share offering as well as a taxable income, if any, will be reported in your salary statement 2024 and in an addendum to the salary statement. You are obliged to file these documents together with your tax return 2024. Furthermore, you are obliged to report any dividend income as well as the number and fair market value of the FCPE units held as of December 31 in your personal tax return. In that respect, please note that your investment will be subject to an annual cantonal and communal net wealth tax if your overall taxable net wealth exceeds the applicable allowances.

If you meet the requirements of an authorized early exit event and you want to redeem your units before October 30, 2029 you have to contact the Human Resource Department of your employer (as mentioned on the subscription form). Such early exit will result in taxable income and social security consequences, which will be reported in your salary statement of the year of early exit and in an addendum to the salary statement. You will then be obliged to file both, the salary statement as well as the addendum together with your personal tax return of that year.

■ **Taxation resulting from the loan granted to you by your employer, to be repaid through payroll deductions.**

The tax authorities might qualify the interest free loan granted by the employer as a taxable cash benefit. As interest is generally tax deductible in Switzerland, this would not have any negative consequences for the employees. Such cash benefit might, however, be subject to social charges.

→ **FREE SHARES**

■ **Time of Taxation, taxable amount, tax rate, social security**

According to current Swiss tax practice, free shares qualify as expectancies which are not taxable income upon grant but upon vesting and delivery to you. At vesting in 2028, you will realize taxable income from employment in the amount of the fair market value of the Arkema-shares at that date. Such taxable income is also subject to social security contributions paid half by your employer and half by you. During the vesting period, the free shares have to be declared pro memoria in your schedule of securities and assets of your tax return.

The Swiss employer companies will include any taxable income in the overall gross income of the year 2028 and pay the respective social security contributions.

In case of internationally mobile employees, a pro rata taxation will apply (e.g. if employee was resident in Switzerland 3 out of 4 years during the vesting period, only 3/4 of the overall taxable income upon vesting will be subject to Swiss income taxes). This applies to employees (i) moving to Switzerland or (ii) leaving Switzerland during the vesting period.

Note that income tax is generally levied in a self-assessment system and needs only to be withheld by the employer for foreign national employees subject to taxation at source.

■ **Wealth tax**

The Free Shares are subject to net wealth tax after acquisition of title, i.e. in 2028. During the vesting period, the Free Shares are qualified as expectancies, which are not subject to net wealth tax.

■ **Taxes and / or social security charges due upon the sale of the shares**

Any capital gain realized upon a subsequent sale of the shares by you will be a tax-free capital gain, provided that the shares were held as private assets. An eventual capital loss is not tax deductible. No social security contributions are due.