

ARKEMA GROUP EMPLOYEE SHARE OFFERING 2024

COUNTRY SUPPLEMENT FOR POLAND



You have been invited to invest in shares of Arkema S.A. (420 rue d'Estienne d'Orves, 92705 Colombes Cedex, France, RCS 445 074 685) ("Issuer") 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. In Poland, the Arkema Group Employee Share Offering is being offered as a "Classic" plan.

If the total number of requested shares exceeds the number of shares offered (1 350 000 shares), under the plan, the number of shares allocated to the individual employees may be reduced pro rata. 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, are eligible to participate in the offering. In addition, such employee must be employed as of the day he or she returns the subscription form during 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 by email on your professional email address.

If you have no professional address or if you have not received these ID and password, you can participate to the 2024 Offer by returning the paper subscription form at the latest by September 30, 2024 to Ms. Joanna Biegańska.

■ 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 Arkema shares on the 20 trading days preceding September 11, 2024.

Payment for shares will be made in local currency at an exchange rate to be set before the subscription begins. Such exchange rate will be valid throughout the subscription period.

During the life of your investment, the value of the Arkema shares will be affected inter alia by fluctuations in the currency exchange rate between the euro and Polish zloty. If the value of euro strengthens relative to Polish zloty, the value of the shares expressed in local currency will increase. On the other hand, if the value of euro weakens relative to Polish zloty, the value of the shares expressed in Polish zloty 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 Arkema shares and (ii) 25% of your gross annual compensation in 2023 or 25% of your estimated gross annual compensation for 2024.

The minimum amount of investment will be € 15.

■ Method of payment

Payment of the purchase price may be made by bank transfer to Arkema sp. z o.o. bank account in Societe Generale Oddział w Warszawie No. 93 1840 0007 2210 6140 0810 1719 (title: investment in Arkema shares within Arkema 2024) or by payroll deduction (payment methods may be mixed).

If you choose payment by payroll deduction, your employer is offering you a loan for the subscription price you indicate in the subscription form, to be repaid in substantially equal installments through payroll deductions over a 24 month period. Payroll deductions in any given month cannot exceed 10% of your net monthly salary. Deductions cannot result in breaching statutory limitations on wage deductions, regulated by the mandatory provisions of the Polish Labour Code dated 24 June 1974 (as amended). If the payment by payroll deduction would result in breaching such statutory limitations, the employee must combine methods of payment or subscribe for a lower number of shares.

■ Currency exchange control

Your acquisition of the Arkema shares or the FCPE units, holding of such shares, payment of the purchase price for the shares in Polish currency or Euro, receipt of dividends or redemption proceeds of the FCPE units, do not require any foreign exchange permit from the National Bank of Poland.

You are required to report to the National Bank of Poland, within 26 days from the end of each calendar quarter, your Arkema shares if the aggregate value of such shares exceeds PLN 7,000,000, or if value of assets or liabilities subject to reporting by each of you exceeds this threshold as a result of acquisition of Arkema shares, such report to be filed on form PW-AIN. In case you are in regime of joint marital property, the above threshold shall apply to joint property of you and your spouse. The foregoing duty represents your personal responsibility.

■ Custody of your shares

Your shares will be subscribed and held on your behalf by a French employee shareholding vehicle, known as a Fond Commun de Placement d'Entreprise, or an FCPE, which is commonly used by French companies 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 existing "Arkema Actionnariat International" FCPE. You will be granted units in the FCPE corresponding to the shares you will have subscribed.

■ Your investment will be subject to 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 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. your marriage;
2. you have a child or a child arrives at your home in connection with adoption, provided your 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 you, your spouse or children, suffer from a disability as defined by French law;
5. death of the employee or his/her spouse;
6. an early redemption is permitted in case of domestic violence committed against the beneficiary by his or her spouse or partner or his or her former spouse or partner;
7. termination of the employment contract;
8. where you, your spouse or children, allocate the amounts saved to establish certain businesses as provided for by French law;
9. where you allocate the amounts saved to the acquisition or enlargement of your principal residence entailing the creation of a new living area, or for repairing damages caused on your 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 executors) must present a request for redemption within a period of six months after the occurrence of the particular early exit 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 shares, while such shares remain in the custody of FCPE, will be reinvested through the FCPE in additional Arkema shares. The dividends will not be paid out directly to employees. These reinvested dividends will result in the granting of additional FCPE units to employees, corresponding to Arkema shares acquired with proceeds from dividends.

■ Voting rights

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

■ Redemption

Your investment will become available to you upon the expiry of the 5-year lock-up period, 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 shares through the FCPE.

■ Securities Notice

Pursuant to Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the “Prospectus Regulation”), making available of an issue prospectus is not required in relation to a public offer of securities addressed to existing or former directors or employees by their employer or by an affiliated undertaking provided that a document is made available containing information on the number and nature of the securities and the reasons for and details of the offer or allotment. Consequently, the documents prepared by the Issuer in connection with the Offering were not approved, by the Polish Financial Supervision Commission, nor were they otherwise consented to or opined on by the Commission.

The Issuer will not be subject to any ongoing or other reporting obligations towards the beneficiaries in Poland under the Polish Act dated 29 July 2005 on Public Offer and Conditions of Introduction of Financial Instruments to Organized Trading System and on Public Companies (the “Public Offer Act”). Any such obligations will stem from the legal requirements applicable to Arkema in its home country or resulting from the listing of Arkema shares on the Euronext Paris stock exchange.

After the shares will have become transferable, following the expiration of the lock-up period on October 30, 2029 or exercise of an early-exit case, any secondary market trading transaction in Arkema shares may not be effected by a local shareholder in circumstances constituting a “public offer” to acquire securities unless the conditions of the Public Offer Act are met by such shareholder.

Since Arkema shares will be listed on the Euronext Paris stock exchange, Polish holders of Arkema shares may be subject also to regulations generally applicable to holders of securities listed on that exchange.

→ 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 to the Free Share Plan rules (in French or in English) upon request, from your HR.

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 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 shares for every four whole shares he or she subscribes to, up to a maximum of 25 matching 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 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 delivered will become the full property of the eligible employee. The eligible employee will, as of such date, benefit from all the rights of ownership relating to these free shares, notably the right to vote at meetings of the Shareholders of Arkema or to be represented, and the right to receive any dividends.

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 POLAND

The following summary sets forth general principles that are expected to apply to the Arkema Group Employee Share Offering's tax ramifications for local employees who are (i) resident in Poland for the purposes of the tax laws of Poland and the Convention between Poland and the French Republic for the avoidance of double taxation dated June 20, 1975 (the "Treaty") and (ii) are entitled to the benefits of the Treaty, but may not apply in all specific cases. 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 "Plan").

The tax consequences discussed below reflect Polish tax law and tax practices, as well as the Treaty, in force at the time of the offering. These laws and practices and the Treaty may change over time.

A. Taxation in France

You will not be subject to taxation in France upon subscription. Provided your investment is held through an FCPE which 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 Poland

■ Upon subscription

No tax or social security and health insurance charges should be paid with respect to the subscription of Arkema shares (through FCPE) with a share price discount as the Plan is implemented on the basis of a resolution of the General Shareholder Assembly of Arkema (which is considered a parent company within the meaning of Polish Accountancy Law) and the shares are acquired on the basis of this resolution. Taxation should be deferred until the redemption of investments

■ Dividends

Dividends reinvested in additional shares are subject to taxation upon their distribution by Arkema to the FCPE. Such income is subject to the flat tax of 19% in 2024. Employees are obligated to settle their tax liability personally by the end of April of the year following the year of distribution of dividends to FCPE. Dividends are not subject to social security and health insurance charges.

■ Upon redemption

The lapse of the five year lock-up period does not trigger by itself any tax implications for you.

You will be taxed on the gains realized upon redemption of the FCPE units for cash (implying the sale of shares related with redeemed FCPE units). In this case, the taxation will be deferred to the redemption point and the obtained income will be qualified as a capital gains from sale of shares taxable at the flat rate of 19%.

The relevant taxable base would be calculated as the difference between the redemption proceeds (cash) and personal expenses incurred on the acquisition of Arkema shares via FCPE (i.e., the price for subscribed shares) and the amount income taxed as a result of reinvestment of dividends (if any).

You will be personally obligated to settle your tax liability and submit relevant annual tax return by the end of April of the year following the year in which the redemption for cash occurred.

→ FREE SHARES

■ Tax and/or social security charges that may be applicable at the date of grant of the right to acquire free shares.

No tax or social security and health insurance charges should be paid with respect to the subscription of free shares as the Plan is implemented on the basis of a resolution of the General Shareholder Assembly of Arkema (which is considered a parent company within the meaning of Polish Accountancy Law) and the shares are acquired on the basis of this resolution. Taxation should be deferred until the redemption of the investments and the sale of underlying shares (see the respective comments above).

■ Tax and/or social security charges that may be applicable if the right to receive free shares vests prior to the end of the vesting period and are not delivered before the date of delivery of the shares / Tax and/or social security charges that may be applicable at the date of delivery of the shares.

Due to the same reasons as mentioned above, we believe that no tax or social security or health insurance charges should be assessed at the time of vesting but it should be postponed until the redemption of FCPE units and the sale of underlying shares (see the respective comments above).

■ Tax and/or social security charges that may be applicable at the date of sale of the redemption of the investments.

Income from the redemption of FCPE units corresponding to free shares shall be taxed in the same way as set out in the 'Upon redemption' section above.

→ OTHER

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

Salary deductions made over a period of 2 or more months, should be classified for tax purposes as loans. According to recent tax rulings, no taxable income should arise for employees from interest-free advance payments (loans) granted by the employer, if such payment facility is offered to all participants. The legal argumentation underlying these tax rulings is not persuasive in light of the personal income tax regulations. Therefore, you would be well advised to pursue your own tax ruling pertaining also to this aspect of the Plan.

Loans granted by the local employer for the purpose of participation in the Plan should be also exempt from transfer tax. The exemption would apply if the local employer rendered financial services within the scope of its business activity, or if the loans are extended from the local subsidiary's social benefit fund, or if the principal amount of your individual loan does not exceed PLN 1,000.

If the amount of loan exceeds PLN 1,000 and your local employer does not render financial services within the scope of its business activity, and the loans are not extended from the local employer's social benefit fund, you will be obligated to pay a 0,5% transfer tax on this loan. You will be personally obligated to settle the tax liability and report the loan in the transfer tax return (form PCC-3) within 14 days from the day the loan is granted.

■ Mandatory disclosure rules (MDR)

The so-called mandatory disclosure rules (MDR) have entered into force in Poland on January 1, 2019. In principle, the reporting concerns arrangements that may have potential tax benefits (tax schemes). Such arrangements are subject to electronic notification to the Director of the National Fiscal Administration. A tax scheme should not be identified solely with a circumvention of tax law or tax optimization. It is a much broader concept, which may also include, for example, certain business arrangements. In light of the issued official guidelines of the Ministry of Finance, the Offering may be considered for you as the MDR reportable tax scheme. Compliance with the MDR reporting may be burdensome for you. Therefore, we are trying to procure a written confirmation of the Ministry of Finance that the Offering should not be reported as tax schemes under the MDR rules. We will inform you accordingly about the MDR requirements determined by the Ministry of Finance.

■ STATEMENT OF THE ISSUER

The Issuer is responsible for all information included in this information document.

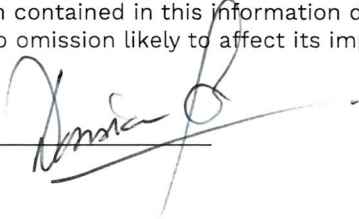
The person that make the statement on behalf of the Issuer:

Name and surname: Marie-José Donsion

Position: Chief Financial Officer

Acting on behalf of the Issuer, I state that having taken all reasonable care to ensure that such is the case, the information contained in this information document is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import.

Signature: _____

A handwritten signature in black ink, appearing to read 'Marie-José Donsion', written over a horizontal line. The signature is stylized and includes a large loop at the end.