

**2020**

**CAPITAL INCREASE  
RESERVED FOR EMPLOYEES**

## **ARKEMA GROUP EMPLOYEE SHARE OFFERING COUNTRY SUPPLEMENT FOR THE UNITED STATES**

*You have been invited to invest in shares of Arkema under the umbrella of the Arkema Group 2020 Employee Share Offering (the "Share Offering"). You will find below a brief summary of the terms of the Share Offering, the local offering information and principal tax consequences relating to the Share Offering.*

*The shares being offered to you have not been registered under the securities act of 1933, as amended (the "securities act") or under any applicable U.S. State securities laws and neither the United States securities and exchange commission nor any state securities commission has approved or disapproved the securities or passed on the adequacy or accuracy of this local supplement or the other documents delivered to you in connection with the share offering. Any representation to the contrary is a criminal offense. The securities are offered pursuant to exemptions provided by the securities act and certain state securities laws and certain rules and regulations promulgated pursuant thereto. The shares may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the securities act or any applicable U.S. State securities laws.*

### **SUMMARY OF THE SHARE OFFERING**

#### **TO BE READ IN CONJUNCTION WITH THE 2020 INFORMATION BROCHURE (THE "BROCHURE") AND OTHER MATERIALS DISTRIBUTED TO YOU.**

Arkema shares will be offered to all eligible employees of participating Arkema Group companies (Arkema and its direct and indirect majority-owned subsidiaries, the "**Arkema Group**"), pursuant to Arkema's capital increase reserved to such employees. If the total number of requested shares exceeds the offered shares, the number of shares requested may be reduced (as described below under "**Oversubscription**"). In this event, each participant will be notified personally. By electing to participate in the Share Offering you will be eligible to receive Free Shares (as described below).

#### **ELIGIBILITY**

All current employees of the Arkema Group who are working 20 or more hours per week are eligible, in each case subject to a minimum employment condition of three months during the period beginning on January 1, 2019 and ending on the close of the Subscription Period (defined below). In addition, such employee must be employed as of the last day of the Subscription Period. Former employees, temporary help, interns, independent contractors, leased employees and consultants are not eligible to participate in the Share Offering.

#### **SUBSCRIPTION PERIOD**

The Subscription Period starts on March 6, 2020 and lasts until March 19, 2020 (inclusive) (the "**Subscription Period**"). During this Subscription Period, you may submit a subscription order to purchase shares in the Share Offering.

You can submit your subscription order using either of the following methods:

- By submitting an online election form by connecting to [www.ake2020.com](http://www.ake2020.com) and using the login and password on your reservation form;

or

- By returning to the Compensation Section of the Human Resources Department a completed, signed Subscription Form and, unless you elect to pay for your entire subscription by check (as described below), a completed and signed Security Agreement and Installment Deduction or Payment Note (“**Subscription Documents**”).
- You can download the Subscription Documents from the [www.ake2020.com](http://www.ake2020.com) website or contact your Human Resources Department for a hardcopy.

Online subscriptions will be accepted until 6:59 PM (Eastern Daylight Time) on Thursday, March 19, 2020. Paper subscriptions must be received, not merely postmarked, by 5:00 PM (Eastern Daylight Time) on March 19, 2020. During the Subscription Period, you will be permitted to cancel or change your subscription, in whole or in part. If you do not cancel your subscription by the end of the Subscription Period, your reservation will become binding and irrevocable at the close of the Subscription Period.

## ↳ SUBSCRIPTION PRICE

The subscription price (“**Subscription Price**”) for the Arkema shares will be at a discount of 20% 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 March 3, 2020. The Reference Price is available at [www.ake2020.com](http://www.ake2020.com).

The Reference Price and the Subscription Price are expressed in euros. Payment will be required to be in local currency (i.e., in U.S. dollars) at an exchange rate to be set before the commencement of the Subscription Period. Such exchange rate will be valid for the payment of the Subscription Price throughout the Subscription Period. The exchange rate is available at [www.ake2020.com](http://www.ake2020.com).

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 U.S. dollar. As a result, if the value of the euro strengthens relative to the U.S. dollar, the value of the shares expressed in U.S. dollars will increase. On the other hand, if the value of the euro weakens relative to the U.S. dollar, the value of the shares expressed in U.S. dollars 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 1,000 Arkema shares and (ii) 25% of your estimated gross annual compensation for 2020. You are responsible for determining your 2020 estimated gross income, subject to confirmation by Arkema as to reasonableness.

The minimum amount of investment will be the price of one share.

In general, your gross annual compensation equals the amount of your “**Wages**” reported by your employer on your Form W-2 (plus any pre-tax deductions) and consists of your salary and any bonuses, overtime, commissions, vacation pay, holiday pay, or shift differential to which you are entitled. Your gross annual income is calculated before taxes and other payroll deductions from taxable income. Your participation in the Share Offering will not affect the amount that you can contribute to or invest in any other United States benefit plan or program (for example, a 401(k) savings plan in which you participate).

## ↳ OVERSUBSCRIPTION

The maximum number of shares that will be issued under the Share Offering is limited by the total amount authorized at the board of directors’ meeting on October 29, 2019. If this amount is exceeded, subscriptions will be reduced in accordance with the following formula:

- The total number of shares being offered for subscription will be divided by the number of subscribers (the “**Average Amount**”).
- All subscription requests will be honored up to the 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**”). Those subscribers will then be allotted an equal number of shares up to this New Average Amount.

This process will be repeated up until all shares being offered have been duly allocated.

## ↳ METHOD OF PAYMENT

You may pay the Subscription Price upfront by check payable to your employer, by a loan from your employer (a “**Loan**”), or by a combination of the two methods. **You will be deemed to elect to pay the entire amount of the Subscription Price by a Loan unless you affirmatively elect to pay all or a portion of the Subscription Price by an upfront check in accordance with the terms and conditions to be provided to you on or prior to March 19, 2020.**

Terms of the Loan: Your employer is offering you an interest free loan for the entire amount of the Subscription Price, or the lesser portion of the Subscription Price you indicate on your subscription form or online election form. The Loan will be repaid through payroll deduction over a period of two years in 52 equal biweekly installments; deductions will begin with the pay date on or immediately following May 1, 2020, with the final payment due in April 2022. Note that the number of shares you may purchase with a Loan will be limited so that payroll deductions for Loan repayment in any given month will not exceed 10% of your net monthly salary. If you elect to pay the

Subscription Price by a Loan, you must either agree to the online general conditions (for those subscribing online) or you must complete and sign both the Security Agreement and the Installment Deduction or Payment Note. You will be permitted to prepay (pay off) the total amount or any portion of the amount due at any time without penalty. If your employment is scheduled to end before the end of April 2022, you may not pay the Subscription Price through a Loan.

**The Loan is a personal recourse loan, and you will be personally responsible for repaying the Loan in full.**

Neither the shares you acquire in the Share Offering nor the Free Shares you are granted (as described below) will be delivered to you until your Loan balance is paid in full. **Your employer will also have the right to collect any unpaid portion of the Loan from other amounts that are owed to you (including the Free Shares),** except to the extent that such collection is prohibited by law or would cause you to become subject to interest or additional tax under Section 409A of the US Internal Revenue Code of 1986 and the guidance and regulations promulgated thereunder ("**Section 409A**").

**The Loan will become immediately due and payable upon a termination of your employment for any reason, including due to retirement.**

If you receive severance in connection with your termination of employment, you may elect to continue repaying the Loan through periodic deductions from your severance payments through April 2022; provided, however, that in the event you make such an election and your severance payments do not extend through April 2022, the amount of each deduction shall be increased proportionately, such that the Loan balance is paid off in full at the time you receive your final severance payment. If you do not receive severance in connection with your termination from employment, or you do not elect to repay the Loan through deductions from any severance you may receive, then you must repay the Loan in full within 30 days of the date of your termination. If you fail to repay the Loan within this 30 day period, the Custodian (defined below) may sell the number of shares necessary to repay the Loan.

If you cease to be employed by the Arkema Group due to the sale, divestiture or outsourcing, as applicable, of your employer, business unit, work location or business operation, and, following such event, you are employed by a successor employer, the preceding paragraph may not apply to you. If such an event occurs, you will receive further instructions regarding your participation in the Share Offering.

As described below, you will incur imputed interest income whenever the outstanding balance of your Loan, combined with all other loans and salary advances extended to you by the Arkema Group, totals more than \$10,000. Please contact Corporate Payroll for details on any outstanding loans and salary advances.

## CUSTODY OF YOUR SHARES

For employees in the U.S., the shares will be held by BNP Paribas Securities Services (the "**Custodian**"), a French bank, in an individual account in your name, not in the employee share plan trust (the "**FCPE Arkema Actionariat International Relais 2020**") described in the Brochure.

## YOUR INVESTMENT WILL BE SUBJECT TO A FIVE-YEAR LOCK-UP PERIOD

In consideration of the benefits granted under this Share Offering, your shares will be subject to a lock-up period of three years ending on April 21, 2023, during which you will not be permitted to sell or otherwise dispose of your shares unless you qualify for an early exit (as described below).

## EARLY EXIT EVENTS

You may elect to redeem all or a portion of your shares in advance of the expiration of the above-mentioned lock up period in the following circumstances only (each an "**Early Exit Event**"):

1. your disability (as defined under the long-term disability plan applicable to you);
2. your death or the death of your spouse;
3. your termination of employment with the Arkema Group, including due to your retirement; or
4. the purchase or enlargement of your primary residence.

The above is a summary of the current Early Exit Events permitted under French law and that comply with U.S. tax law. The Early Exit Events are to be interpreted and applied in a manner consistent with French and U.S. 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 and U.S. law.

If an Early Exit Event occurs and you wish to redeem all or a portion of your shares before the end of the lock up period, you must provide proof of the occurrence of the Early Exit Event to your Human Resources Department. Note the following:

- If the Early Exit Event is the purchase of your primary residence, the event will be deemed to take place on the date a binding contract to purchase the residence is signed. You will be required to provide the signed contract specifying the closing date.
- If the Early Exit Event is the enlargement of your primary residence, you will be required to provide a signed contract with an architect or other contractor, government permits, or paid invoices. The event will be deemed to take place on the date a binding contract is signed for the largest single cost of the enlargement.
- If the Early Exit Event is the purchase or enlargement of your primary residence, you must request to make use of that right within six months after the occurrence of the Early Exit Event. For all other Early Exit Events, no time limit applies to request an early redemption.

- If the Early Exit Event is your termination of employment with the Arkema Group, including due to your retirement, it will be deemed to take place on your last day of service, excluding any severance period.
- If you cease to be employed by the Arkema Group due to the sale, divestiture or outsourcing, as applicable, of your employer, business unit, work location or business operation, then an Early Exit Event will be deemed to take place on the your last day of service with the Arkema Group.
- Under applicable French law, if you die prior to the completion of the three-year lock-up period, the shares you purchased cannot be transferred to your beneficiary. The shares will continue to be held by the Custodian in your name until your beneficiary requests that they be sold by the Custodian on behalf of the beneficiary; such a request may be made either immediately following your death or at a later point in time at your beneficiary's request. In order for your beneficiary to redeem the shares, a copy of your death certificate will need to be provided to the Custodian. Your spouse (if you are married on the date of your death) or your estate (if you are not married on the date of your death) will be presumed to be your beneficiary.

If a Loan is outstanding at the time of any redemption due to an Early Exit Event listed above, the entire Loan will become immediately due and payable. No shares may be redeemed until the outstanding balance of the Loan has been paid in full. At your request, or at the request of Arkema or your employer, the Custodian will sell a sufficient number of the shares so that the proceeds of the sale will pay off the outstanding balance of your Loan. If you do not repay the Loan within 30 days following the redemption of your shares based on an Early Exit Event, the Custodian may sell the number of Arkema shares necessary to repay the outstanding balance of the Loan.

If the Early Exit Event is your termination of employment, and you will receive severance in connection with such termination of employment, you may elect to continue repaying the Loan through periodic deductions from your severance payments through April 2022; provided, however, that in the event you make such an election and your severance payments do not extend through April 2022, the amount of each deduction shall be increased proportionately, such that the Loan balance is paid off in full at the time you receive your final severance payment.

Your employer will also have the right to collect any unpaid portion of the Loan from other amounts that are owed to you (including the Free Shares), except to the extent that such collection is prohibited by law or would cause you to become subject to interest or additional tax under Section 409A.

## **DIVIDENDS**

Any dividends paid with respect to shares you have purchased under the Share Offering will be paid to you. To receive such dividends, you will be required, when subscribing, to provide direct deposit information regarding the bank account into which the dividend payments should be deposited. The Custodian will convert the dividends from euros to U.S. dollars and deposit the payment into the account you designate. Wire transfer fees may apply. To the extent you are in default on your Loan, the Arkema Group or the Custodian may withhold any dividends paid on the shares to repay all or a portion of the Loan. For deceased shareholders, dividend payments will be held until the shares are sold and the payment will be delivered at the time the shares are sold.

## **VOTING RIGHTS**

You may vote your shares purchased in the Share Offering at meetings of Arkema's shareholders. Each share is entitled to one vote.

## **END OF LOCK-UP PERIOD**

Your investment will become available to you upon the expiry of the lock-up period of three years, or earlier if you qualify for an Early Exit Event. Prior to the end of the lock-up period, you will be informed of the availability of your investment. After the end of the lock-up period, the Custodian will provide an on-line facility through which you may request the sale of any or all of your shares. Trading commissions of 0.25% (excluding tax) of the gross amount of sale will apply. The Custodian will convert the proceeds of sale from euros to U.S. dollars and wire transfer the payment to an account you designate. Wire transfer fees may apply. No shares will be delivered to you unless and until the Loan has been repaid in full.

## **NOTICES**

Generally, Arkema common shares may be sold by you only on the Euronext Paris Stock Market in France pursuant to Regulation S of the Securities Act. Arkema common shares are not registered under the Securities Act or any applicable state securities laws. Therefore, even after the three-year holding period has expired, you will be prohibited from selling or transferring your shares in the United States unless there is an exemption from registration available or Arkema files a registration statement under the Securities Act. Furthermore, there is no market in the United States for the resale of the common shares you may acquire under the Share Offering and Arkema does not intend to take any actions to facilitate developing such a market in the foreseeable future or to register Arkema common shares under the Securities Act. The shares that will be sold under the Share Offering currently cannot be converted into the American Depositary Shares (ADSs) that are traded in the United States. Therefore, even if applicable securities laws permitted you to sell your shares in the United States, it could be difficult to do so.

Notwithstanding anything to the contrary in the Share Offering, Arkema will not be obligated to sell or deliver any shares under the Share Offering unless and until Arkema is satisfied that the sale or delivery complies with all applicable laws and regulations, including the requirements for exemption from registration under the Securities Act and the Securities Exchange Act of 1934, as amended. Your employer may also implement procedures for the withholding or payment of taxes which it determines it may be required to withhold or pay in connection with any shares. Unless your employer can implement any such provisions, Arkema will not be obligated to issue any shares under the Share Offering.

You are urged to carefully read and review this Country Supplement and the other materials distributed to you, and to consult Arkema's Reference Documents and financial press releases, available on its website at <http://www.arkema.com/en/investor-relations/financials/key-figures/index.html>, which contain important information, including risk factors, regarding Arkema's financial condition and future financial prospects. In particular, you are urged to consult Arkema's press release that will be made available before the beginning of the subscription period, announcing its 2019 annual results and containing its financial statements for the year ended December 31, 2019. The press release is available at <http://www.arkema.com> and copies are available upon request through your Human Resources Department. Arkema's consolidated financial statements for the year ended December 31, 2019 were prepared in accordance with international financial accounting standards as published by the IASB (International Accounting Standards Board) and also as endorsed by the European Union.

## SUMMARY OF FREE SHARE GRANT

As a participant in the Share Offering you will be eligible to receive a grant of matching shares from Arkema, referred to as "**Free Shares**", subject to the conditions contained in the Free Share Plan Rules. The grant of Free Shares is expected to take place on May 5, 2020 (and at an earlier date if your employer is subject to a divestiture occurring before May 5, 2020) (the "**Grant Date**"). To the extent you cease to be employed by the Arkema Group for any reason during the period between the close of the Subscription Period and the Grant Date, you will not be eligible to receive a grant of Free Shares, including because of Retirement, Redundancy or Termination without Cause, or Loss of Participating Company Status.

A summary of the terms of the Free Share Plan Rules is provided below. You can request a copy of the Free Share Plan Rules from your Human Resources Department.

The Arkema Group companies participating in the Free Share Plan are referred to as the "**Participating Companies**".

### ELIGIBILITY

In order to be eligible to receive a grant of Free Shares, you must satisfy the following conditions:

- you must have submitted a valid, timely Subscription Form or online election form to participate in the Share Offering and complied in full with all of the terms and conditions of the Share Offering; and
- you must be employed by a Participating Company on the Grant Date unless one of the events listed under "**Exception to the Continued Employment Condition**" below occurs prior to the Grant Date.

In order to vest in the Free Shares, you must satisfy the "**Continued Employment Condition**" described below, unless one of the events listed under "**Exception to the Continued Employment Condition**" below occurs prior to the Date of Delivery (defined below).

### NUMBER OF FREE SHARES AND LIMIT OF THE GRANT OF FREE SHARES

You will be granted one Free Share for every four whole shares you subscribe to, up to a maximum of 25 Free Shares. No fractional Free Shares will be granted. In calculating the number of Free Shares to be granted, "**subscribed shares**" will refer to the number of shares actually purchased by you in the Share Offering, taking into account any reductions that may be made due to an oversubscription as described above.

### INFORMATION ON THE GRANT OF FREE SHARES

Within a few weeks following the approval of the grant by the Arkema board of directors, all eligible employees will receive a letter or statement confirming their eligibility and setting forth the number of Free Shares granted.

### VESTING AND DELIVERY OF FREE SHARES

The Free Shares will be delivered to all eligible employees four years after the Grant Date, on or about May 6, 2024 (the "**Date of Delivery**"), provided that the conditions of the Free Share Plan Rules (in particular, the Continued Employment Condition) have been satisfied as of the Date of Delivery. The period between the Grant Date and the Date of Delivery is referred to as the "**Vesting Period**". Prior to the Date of Delivery, you 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 the Free Shares at shareholders' meetings.

No Free Shares will be delivered to you to the extent you have an outstanding balance on your Loan.

## ↳ **NON-TRANSFERABILITY OF THE RIGHTS OF FREE SHARES**

The rights resulting from the grant of free shares are personal to you. You cannot sell, transfer or pledge your right to receive the free shares under the Free Share Plan. The only exception to this restriction is for transfers to your personal representatives in the event of your death.

## ↳ **CONTINUED EMPLOYMENT CONDITION**

In order to vest in and receive delivery of the Free Shares, you must have remained an employee of the Arkema Group 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 you cease to be an employee of the Arkema Group, you will lose all rights to the Free Shares. These rights will not be restored even in the event you subsequently become re employed within the Arkema Group.

## ↳ **EXCEPTION TO THE CONTINUED EMPLOYMENT CONDITION**

You will be deemed to satisfy the Continued Employment Condition for vesting purposes if, at any time during the relevant Vesting Period, you cease to be employed by the Arkema Group for any of the following reasons:

### **(i) Death**

In the event of your death, your Free Shares shall vest immediately and be delivered promptly, and in any case within 90 days, following your date of death.

### **(ii) Disability**

In the event of your termination of employment due to your disability, your Free Shares shall vest immediately and be delivered to you on the Date of Delivery. "Disability" shall have the meaning ascribed thereto under the long-term disability plan applicable to you.

### **(iii) Retirement**

Upon your retirement, your Free Shares shall vest immediately and be delivered to you on the Date of Delivery. "Retirement" shall have the meaning set forth under your employer's practice.

### **(iv) Redundancy or Termination without Cause**

In case of your redundancy or termination without cause (as determined by the Arkema Group in its sole discretion), your Free Shares shall vest immediately and be delivered to you on the Date of Delivery. For the avoidance of doubt, a termination for cause related to your conduct or performance will result in the cancellation of your Free Shares.

### **(v) Loss of Participating Company Status or Divestiture of Business or Operating Unit**

In the event the Participating Company by which you are employed ceases to be a member of the Arkema Group or in the event the business, operating unit, work location or staff function in which you are employed is divested (including by being outsourced), your Free Shares shall vest immediately and shall be delivered to you on the Date of Delivery.

## ↳ **OWNERSHIP OF THE FREE SHARES AND SELLING RESTRICTIONS**

At the Date of Delivery, any Free Shares delivered to you will become your full property. You 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 and the right to receive any dividends.

Following the receipt of the Free Shares you will be free to sell them, without selling restrictions other than applicable insider trading restrictions. However, as explained above, Arkema common shares may be sold by you only on the Euronext Paris Stock Market and not in the United States.

In the event that a Participating Company is required to pay taxes, social charges or any other governmental charges (including Social Security and Medicare tax) on your behalf as a result of the grant or delivery of your Free Shares, Arkema reserves the right to cause the sale of a sufficient number of shares and withhold from the proceeds the relevant amounts prior to delivery of any remaining shares. Similarly, you, Arkema or any Participating Company may request that Free Shares be withheld to pay any outstanding balance of your Loan.

## ↳ **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 Arkema board of directors 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. Any such adjustments shall be made in accordance with Section 409A so as not to cause you or any other person to incur any additional tax, accelerated taxation, interest or penalties under Section 409A.

## MISCELLANEOUS

### ↳ NO SPECIAL EMPLOYMENT RIGHTS

Your participation in the Share Offering is voluntary. Nothing contained in the Offering Documents, the Free Share Plan or in any other materials distributed to you in connection with the Share Offering and the Free Share Plan shall confer upon you any right with respect to the continuation of your employment with your employer or any Arkema Group company, or interfere in any way with your employer's right, subject to the terms of any separate agreement (employment or otherwise) or of applicable law to the contrary, to terminate your employment at any time or to alter the terms of your compensation and benefits. You are urged to read these documents carefully and to discuss the Share Offering and the Free Share Plan with your financial or legal advisors, as you deem necessary.

### ↳ RULE 701

The Share Offering and the Free Share Plan are "compensatory benefit plans" within the meaning of Rule 701 under the Securities Act, and Arkema will be relying on the exemption from registration under the Securities Act provided by Rule 701. The Brochure, this Country Supplement for the United States (except for the section entitled "Tax Information for Employees Resident in the United States"), the Subscription Documents and the Free Share Plan Rules collectively constitute the plan document for purposes of Rule 701. The shares being offered under the Share Offering and the Free Share Plan have not been recommended by any federal or state securities commission or regulatory authority, nor have any of these authorities confirmed the accuracy or determined the adequacy of this Country Supplement for the United States or any other materials being distributed or made available to you in connection with the Share Offering.

### ↳ UNITED STATES REPORTING REQUIREMENTS

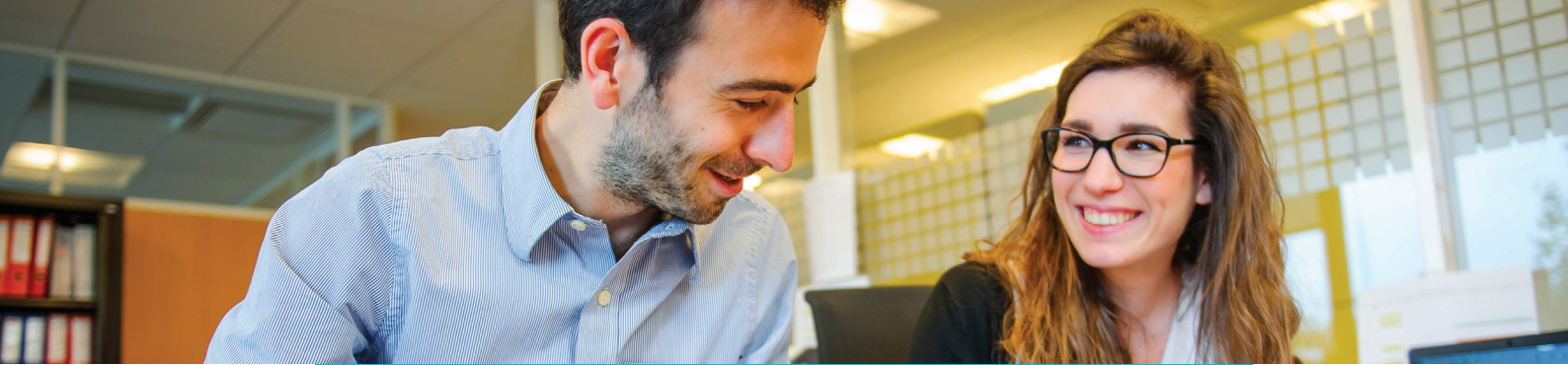
The Bank Secrecy Act requires U.S. persons who own a foreign bank account, brokerage account, mutual fund, unit trust, or other financial account to file a FinCEN Form 114, Report of Foreign Bank and Financial Accounts ("**FBAR**") annually with the Department of Treasury, if: (i) the person has a financial interest in, signature authority over, or other authority over one or more accounts in a foreign country, and (ii) the aggregate value of all foreign financial accounts exceeds US\$10,000 at any time during the calendar year. As the Custodian is not a bank or financial institution located in the United States, you could be required to file FinCEN Form 114 if the value of your shares, when combined with the value of any other foreign financial accounts in which you have an interest, exceeds \$10,000. The value of the shares that you purchase in the Share Offering and the value of any Free Shares that have been delivered to you will count toward the \$10,000 threshold; although IRS guidance does not explicitly address the situation of Free Shares, Arkema believes, based on advice from U.S. counsel, that the value of the Free Shares will not count against the \$10,000 until the Free Shares have been issued to you. The FinCEN Form 114 is filed electronically and is due by April 15 of the year following each year in which the \$10,000 threshold is met. You are allowed an automatic extension to October 15 if you fail to meet the annual due date of April 15.

In addition, you may be required to file Form 8938 with the United States Internal Revenue Service ("IRS") with respect to "specified foreign financial assets," including Arkema shares held outside of the United States, if your total foreign financial assets held outside the United States exceed a threshold that, depending on individual circumstances, can be as low as \$50,000. To determine whether you are required to file Form 8938, you should take into account the value of the shares you purchase in the Share Offering, the value of any Free Shares that have been delivered to you and, even if they have not yet been delivered, the value of any Free Shares as to which you are deemed to satisfy the Continued Employment Condition because your employment with the Arkema Group ceased under one of the circumstances described under "Exception to the Continued Employment Condition" above.

Dividend payments may be subject to information reporting to the IRS. U.S. federal backup withholding is a withholding tax imposed at a current rate of 24% on specified payments to persons who fail to furnish required information. Backup withholding generally can be avoided by furnishing a correct taxpayer identification number (generally on a properly completed and duly executed Form W-9), certifying as to no loss of exemption from backup withholding and otherwise complying with applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against your U.S. federal income tax liability.

### ↳ ERISA

The Share Offering is not subject to any provisions of the Employee Retirement Income Security Act of 1974 (commonly known as "ERISA").



## TAX INFORMATION FOR EMPLOYEES RESIDENT IN THE UNITED STATES

*The following summary sets forth general principles that are expected to apply to employees who are (i) resident in the United States for the purposes of the tax laws of the United States and the Convention between the United States and the French Republic for the avoidance of double taxation dated August 31, 1994 (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 Share Offering and the Free Share Plan.*

*The tax consequences listed below are described in accordance with the United States tax law and tax practices, as well as the Treaty, at the time of the Share Offering. These laws and practices and the Treaty may change over time.*

### TAXATION IN FRANCE

You will not be subject to taxation in France upon subscription. Under French domestic law, dividends paid on your shares generally will be subject to a withholding tax in France at the rate of 12.8%, unless they are paid to a bank account opened in a Non-Cooperative State or Territory (NCST)<sup>1</sup> which would trigger a 75% withholding tax in France. **You should consult your own tax advisor.**

Any gains realized upon your investment are not subject to taxation or social charges in France.

### TAXATION IN THE UNITED STATES

## SHARE OFFERING

### ↳ UPON SUBSCRIPTION

The discount you receive on the share price will be recognized as earned income and consequently subject to federal income tax at the time of subscription for the shares. You will be taxed on an amount equal to the difference between (i) the fair market value of the shares at the time of subscription and (ii) the Subscription Price (i.e., the Reference Price minus the 20% discount). The Subscription Price is the amount actually paid for the shares; therefore, any difference between the exchange rate used to determine the Subscription Price and the actual exchange rate on the day of purchase will cause an increase or decrease in the taxable amount. In addition, the fair market value of the shares at the time of subscription may be greater or lesser than the Reference Price, and this will affect the amount of income attributed to you as a result of your purchase. Your employer will get a deduction for all employment income paid to you.

The discount will be subject to the applicable federal marginal income tax rate, which currently ranges from a minimum of 10% to a maximum of 37% for 2020. State and local taxes also may apply depending on your state of residence. The discount will also be subject to the 1.45% Medicare tax that applies to all compensation, and the 6.2% Social Security/FICA tax that applies to a limited amount of your compensation (for 2020, Social Security/FICA are only imposed on the first US\$137,700 of annual compensation). Under federal law, you must also pay an additional 0.9% Medicare tax on your wages (including the discount) in excess of US\$200,000 (US\$250,000 for married couples filing jointly or US\$125,000 for married individuals filing separately). Arkema withholds based on the US\$200,000 threshold, so depending on your filing status, you may owe additional taxes at the time of filing. You should consult with your tax advisor to determine whether this applies to you.

You will pay the taxes due upon subscription for the shares through regular payroll withholding over ten (10) biweekly pay periods or twenty (20) weekly pay periods, as applicable, starting from the pay date on or immediately following May 1, 2020. Should your employment

<sup>1</sup> The list of NCSTs can be modified each year. The states and territories designated as NCSTs are currently the following: Botswana, Brunei, Guatemala, Marshall Islands, Nauru, Niue and Panama.



terminate prior to the end of 10 or 20 pay periods, as applicable, following this date, any remaining taxes owed in connection with your subscription will become immediately due and payable. To the extent possible, such remaining taxes will be deducted from your final paycheck and/or any subsequent pay you receive (such as overtime or bonus).

If, however, your final paycheck and/or any subsequent pay are not sufficient to pay the remaining balance, you must repay the remaining balance within 30 days following your termination of employment. As an alternative to paying for the outstanding balance by cash or check, you can request that the Custodian sell a sufficient number of the shares so that the proceeds of the sale will pay off the outstanding balance of your unpaid taxes. If you do not repay the taxes within 30 days following your termination of employment, the Custodian may sell the number of Arkema shares necessary to repay the outstanding balance of your unpaid taxes.

If you receive severance in connection with your termination of employment, you may elect to continue repaying the unpaid taxes through periodic deductions from your severance payments until the unpaid balance is paid off in full.

Your employer will also have the right to collect any remaining unpaid portion of the taxes from other amounts that are owed to you (including the Free Shares), except to the extent that such collection is prohibited by law or would cause you to become subject to interest or additional tax under Section 409A.

## **DIVIDENDS**

For U.S. federal income tax purposes, the gross amount of a dividend paid on the shares, including any part of a dividend that is withheld for French tax, is includible in your gross income as dividend income in the year the payment is received. The amount of any dividend paid in euro, including any French taxes withheld, will be equal to the U.S. dollar value of the euro calculated by reference to the spot rate in effect on the date the dividend is includible in income, regardless of whether you actually convert the euros into U.S. dollars. You may be entitled to a foreign tax credit for U.S. federal income tax purposes on the part of a dividend that is withheld for French tax.

Under current law, dividends that meet the conditions for treatment as “qualified dividends” will be taxed in the U.S. at the rate applicable to long-term capital gains (currently a maximum of 20% for 2020); dividends paid by Arkema on shares generally will be treated as qualified dividends if you are not under an obligation (whether pursuant to a short sale or otherwise) to make related payments with respect to positions in substantially similar or related property and you have held the shares more than 60 days during the 121 day period that begins 60 days before the ex-dividend date. (The ex-dividend date is the first date following the declaration of a dividend on which the buyer of a stock is not entitled to receive the next dividend payment.)

In general, Social Security taxes are not imposed on dividend income. However, your dividend income may also be subject to a 3.8% Medicare tax. This tax is imposed on net investment income, which generally includes income from dividends (including qualified dividends), if your modified adjusted gross income is higher than a threshold amount. The amount of net investment income subject to this tax is the lesser of (a) your total net investment income or (b) the amount of your modified adjusted gross income that exceeds US\$200,000 (US\$250,000 for married couples filing jointly or US\$125,000 for married individuals filing separately).

**You should consult your own tax advisor regarding the taxation of dividends paid to you.**

## **UPON REDEMPTION AND THE SALE OF YOUR SHARES**

You will not recognize any taxes upon your receipt of shares at the end of the lock-up period or upon an Early Exit Event.

You will generally recognize capital gain or loss on any subsequent sale of the shares you purchase in the Share Offering, measured by the difference between the U.S. dollar value of the amount realized upon the sale of the shares and your tax basis in the shares (determined in U.S. dollars). Your tax basis in the shares will generally be the Subscription Price of the shares plus the amount of imputed earned income on which you paid income tax in 2020 with respect to the discount upon subscription. Any gain or loss will be U.S. source gain or loss, and will be treated as long term capital gain or loss if your holding period in the shares exceeds one year and short-term capital gain if your holding period in the shares is less than one year. The one year period generally starts as of the day following the end of the Subscription Period. Any long-term capital gain generally will be subject to U.S. federal income taxation at preferential rates (currently a maximum of 20% for 2020). The deductibility of capital losses is subject to limitations.

In general, Social Security taxes are not imposed on capital gains from the sale of shares. However, capital gains may be subject to the 3.8% Medicare tax on net investment income described under “**Dividends**.” Net investment income includes capital gains.

## FREE SHARE PLAN

### ↳ UPON THE GRANT DATE

You will not be subject to federal income tax or Social Security/FICA and Medicare taxes as of the Grant Date with regard to your right to receive Free Shares.

### ↳ IF THE FREE SHARES VEST PRIOR TO THE DATE OF DELIVERY

Vesting is a technical term that means you have met the requirements to ensure that your Free Shares are not forfeitable. If your Free Shares vest prior to the end of the Vesting Period but are not delivered to you until the Date of Delivery (as would be the case in the event of certain events described above under "**Exception to the Continued Employment Condition**") the following will apply:

- You will not be subject to federal income tax until the Date of Delivery; but
- You will be subject to Social Security/FICA and Medicare taxes as of the date your Free Share entitlement vests. These employment taxes will be based upon the fair market value of the Free Shares as of the date of vesting, and your employer will be required to withhold the employee share of the employment taxes from your wages at prescribed rates (as described above). You will not be subject to any additional Social Security/FICA and Medicare taxes on any appreciation in the value of your Free Shares between the date of vesting and the Date of Delivery.

### ↳ UPON THE DATE OF DELIVERY

On the Date of Delivery, the entire fair market value of your Free Shares as of the Date of Delivery will be taxed as ordinary income and your employer will be required to withhold income taxes from your wages, at the rates described above with respect to the imputed income you will recognize with respect to the discount on the shares you purchase. If you remain employed on the Date of Delivery, your employer will withhold these income taxes over ten (10) biweekly or twenty (20) weekly pay periods, as applicable, beginning with the first pay period following the Date of Delivery. Should your employment terminate prior to the end of the 10 or 20 pay periods, as applicable, any remaining income taxes owed in connection with the delivery of the Free Shares will become immediately due and payable. To the extent possible, such remaining income taxes will be deducted from your final paycheck and/or any subsequent pay you receive (such as overtime or bonus).

If, however, your final paycheck and/or any subsequent pay are not sufficient to pay the remaining balance, you must repay the remaining unpaid balance within 30 days following the termination of your employment. As an alternative to paying for the outstanding balance by cash or check, you can request that the Custodian sell a sufficient number of the shares so that the proceeds of the sale will pay off the outstanding balance of your unpaid taxes. If you do not repay the taxes within 30 days following your termination, the Custodian may sell the number of Arkema shares necessary to repay the outstanding balance of your unpaid taxes.

If you receive severance in connection with your termination of employment, you may elect to continue repaying the unpaid taxes through periodic deductions from your severance payments until the unpaid balance is paid off in full.

Your employer will also have the right to collect any remaining unpaid portion of the taxes from other amounts that are owed to you, except to the extent that such collection is prohibited by law or would cause you to become subject to interest or additional tax under Section 409A.

If you are not employed by Arkema on the Date of Delivery the Custodian may sell or withhold a number of shares necessary to satisfy the applicable withholding requirements.

If, as of the Date of Delivery, you have not already paid Social Security/FICA and Medicare taxes with regard to your Free Shares, then your employer will also withhold these taxes based upon the fair market value of your shares as of the Date of Delivery as described above. Under current law, the Medicare tax rate is 1.45% and the Social Security/FICA tax rate is 6.2% (for 2020, Social Security/FICA are only imposed on the first US\$ 137,700 of annual compensation). Under federal law, you must also pay an additional 0.9% Medicare tax on your wages (including the discount) in excess of US\$200,000 (US\$250,000 for married couples filing jointly or US\$125,000 for married individuals filing separately). Arkema may sell or withhold a number of shares necessary to satisfy the applicable withholding requirements.

### ↳ UPON THE SALE OF YOUR SHARES

You will generally recognize capital gain or loss on any sale of the Free Shares, measured by the difference between the U.S. dollar value of the amount realized upon the sale or exchange of the shares and your tax basis in the shares (determined in U.S. dollars). Your tax basis in the shares will generally be the ordinary income on which you paid income tax upon delivery of the Free Shares (in other words, your tax basis will be the fair market value of the shares on the Date of Delivery). Any gain or loss will be U.S.-source gain or loss, and will be treated as long term capital gain or loss if the period you hold the shares after the Date of Delivery exceeds one year and short term capital gain if your holding period is less than one year. Any long-term capital gain generally will be subject to U.S. federal income taxation at preferential rates (currently a maximum of 20% for 2020). The deductibility of capital losses is subject to limitations.

In general, Social Security taxes are not imposed on capital gains from the sale of shares. However, capital gains may be subject to the 3.8% Medicare tax on net investment income described under "**Dividends**". Net investment income includes capital gains.

## OTHER TAX ISSUES

### **Reporting obligations with respect to the subscription, holding and sale of the shares, as well as with respect to the receipt of dividends, if any.**

In the year in which you purchase Arkema shares and any year in which you receive Free Shares, receive a dividend payment and/or sell your shares, you should report the subscription discount, fair market value of the Free Shares, dividend payment and/or capital gain on your Form 1040, which is your annual tax return. Any of these amounts that you receive from your employer rather than from the Custodian will be reported on your Form W-2. Any compensation reported by your employer on your Form W-2 will reflect withholding of taxes.

In addition, as described above under "United States Reporting Requirements," as the Custodian is not a bank or financial institution located in the United States, you could be required to file FinCEN Form 114 if the value of your shares, when combined with the value of any other foreign financial accounts in which you have an interest, exceeds \$10,000. FinCEN Form 114 must be filed electronically and is due April 15 of the year following each year in which the \$10,000 threshold is met. You are allowed an automatic extension to October 15 if you fail to meet the annual due date of April 15. In addition, you may be required to file Form 8938 with the IRS with respect to "specified foreign financial assets," including Arkema shares held outside of the United States, if your total foreign financial assets held outside the United States exceed a threshold that, depending on individual circumstances, can be as low as \$50,000. Please refer to the discussion under "United States Reporting Requirements" above.

As described above, you may be subject to backup withholding on dividend payments if you fail to submit a properly completed and duly executed Form W-9. Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against your U.S. federal income tax liability.

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

Since the Loan is an interest-free loan, you will be deemed to be receiving a taxable benefit known as "imputed interest income".

Tax will only be owed on imputed interest income if the unpaid balance of your Loan, combined with all other loans and salary advances extended to you by your employer, totals more than \$10,000 at any time. From the date that the total amount of loans and advances extended to you by your employer exceeds \$10,000 to the date that it is reduced to \$10,000 or less, you will be subject to tax on the imputed interest on the total amount of your interest-free loans and advances, based on the applicable federal interest rate as set by the U.S. Treasury as of the date that the total of \$10,000 is exceeded. (No interest is imputed on any employer loans that are at or above a market rate of interest, but the amount of such loans is included in calculating the \$10,000 threshold.) This imputed interest will be computed by your employer and considered part of your taxable wages for U.S. income and employment tax purposes.

The amount of imputed interest will be subject to federal income tax up to the maximum marginal rate (37% in 2020). It will also be subject to the 1.45% Medicare tax that applies to all compensation, and the 6.2% Social Security/FICA tax that applies to a limited amount of your compensation (for 2020, Social Security/FICA are only imposed on the first \$137,700 of annual compensation). State and local taxes also may apply, depending on your state of residence. Under federal law, you must also pay an additional 0.9% Medicare tax on your wages (including the discount) in excess of US\$200,000 (US\$250,000 for married couples filing jointly or US\$125,000 for married individuals filing separately). Arkema withholds based on the US\$200,000 threshold, so depending on your filing status, you may owe additional taxes at the time of filing. You should consult with your tax advisor to determine whether this applies to you.

In addition, you will be deemed to incur interest expense equal to the amount of the imputed interest income that you are required to recognize. If you itemize deductions, this amount may be deductible as investment interest, but only to the extent of your net investment income and possibly subject to other limitations. **If the total amount of your Loan plus any other loans and advances extended to you by your employer may exceed \$10,000, we strongly urge you to consult with your personal tax advisor to determine how imputed interest income may affect your individual tax situation, as this is a complex area of taxation.**

## SPECIAL RULES FOR DEFERRED COMPENSATION PLANS

Section 409A imposes rules for the design and administration of certain nonqualified deferred compensation plans. The Share Offering and the Free Shares are intended to meet the requirements of, or be exempt from, Section 409A and shall be interpreted and construed consistent with that intent. If any provision of the Share Offering or the Free Shares would, in the reasonable, good faith judgment of Arkema, result or be likely to result in the imposition on you, a beneficiary or any other person of any additional tax, accelerated taxation, interest or penalties under Section 409A, Arkema may modify the terms of the applicable documents, or may take any other such action, without your consent or the consent of such other person, in the manner that Arkema may reasonably and in good faith determine to be necessary or advisable to avoid the imposition of such additional tax, accelerated taxation, interest, or penalties or otherwise comply with Section 409A. This provision does not create an obligation on the part of Arkema to modify any document and does not guarantee that the Share Offering or the Free Shares will not be subject to additional taxes, accelerated taxation, interest or penalties under Sections 409A.

In the event that any payment or benefit made under the Share Offering or the Free Shares would constitute payments or benefits pursuant to a non-qualified deferred compensation plan within the meaning of Section 409A and, at the time of your "Separation from Service" (within the meaning of Section 409A), you are a "specified employee" (within the meaning of Section 409A), then any such payments or benefits shall be delayed until the first day following the six month anniversary of the date of your Separation from Service. The actual date of delivery of shares under the Free Share Plan shall be within the sole discretion of the Arkema Group. In no event may you be permitted to control the year in which delivery occurs.