



2022 FREE SHARE PLAN

Rules of the 2022 Free Shares Plan

The provisions of Articles L. 225-197-1 *et seq.* of the French Commercial Code enable ARKEMA (the “**Company**”) to grant free shares to employees and corporate officers of the Company and companies related to it in the meaning of Article L. 225-197-2 of the French Commercial Code.

The Combined Shareholders’ Meeting dated May 19, 2022, in its 24th resolution, authorized the Board of Directors to grant free shares in accordance with the aforementioned legal provisions. The delegation of authority thus granted to the Board of Directors is valid for a 38-month period starting on May 19, 2022.

In compliance with the decision taken by the Board of Directors, at its meeting dated May 19, 2022 as part of the capital increase reserved for employees, the Board of Directors of November 9, 2022 set the rules of the free share plan (the “**Plan**”) and decided the grant free shares to employees of the ARKEMA group companies that are members of the PEG A who have subscribed to the 2022 share capital increase reserved for employees.

The main characteristics of this grant are the following:

- Length of the vesting period applicable to the free shares, past which such rights have definitively vested:	4 years, until November 9, 2026, inclusive (delivery of the shares on November 10, 2026), with the exception of Spain and Italy, where the vesting period will last 3 years, i.e. up to and including November 9, 2025 (delivery of shares on November 10, 2025).
- Conditions set by the Board of Directors on November 9, 2022 for definitive vesting of the free shares:	Continued employment condition, with exceptions as listed in the Plan.
- Shares are transferable as from:	November 10, 2026, with the exception of Spain and Italy, where shares must be held for at least 3 years from the date of delivery (sale possible as from November 10, 2028), and subject to the Plan’s restrictions as indicated hereafter

A. Purpose of the Plan

The Board of Directors of the Company decided to offer to beneficiaries (as defined below) of the ARKEMA group companies that are members of the PEG A the opportunity to subscribe Company shares by participating in the 2022 share capital increase reserved for employees (the “**2022 Offering**”).

In this context, the Board of Directors of the Company expressed its intention to grant free shares to be issued to each beneficiary of ARKEMA group companies that are members of the PEG A and whose registered office is located in the following countries: Australia, Belgium, Brazil, Canada, China, Denmark, Egypt, Germany, India, Ireland, Italy, Japan, Malaysia, Mexico, Netherlands, New Zealand, Philippines, Poland, Romania, Saudi Arabia, Singapore, South Korea, Spain, Sweden, Switzerland, Turkey, United Arab Emirates, United Kingdom, United States (the “**Group Companies**”). The decision to grant the shares will be taken in accordance with the 24th resolution of the Combined Shareholders’ Meeting of May 19, 2022. The rules governing this allocation of free shares are set out in this Plan.

The free shares will be granted on November 9, 2022 (the “**Grant Date**”).

The Group Companies are listed in Appendix A of this Plan.

B. Grant and vesting rights attached to the free shares

1. Right to a grant of free shares

To be eligible for a grant of free shares, the beneficiary must meet the following conditions:

- he/she must have an employment contract in one of a Group Company during the subscription period of the 2022 Offering;
- he/she must have validly submitted a subscription form for the 2022 Offering and have fully met the conditions for taking part in this 2022 Offering;
- he/she must be continuously employed by a Group Company between the subscription to the 2022 Offering and the Grant Date;

Each beneficiary will receive 1 free share for every 4 shares he/she subscribes to, either directly or through an FCPE, up to a maximum of 25 free shares.

In order to avoid any misunderstanding, the "subscribed" amounts taken into account will be the amounts invested, after taking into account any reductions made on individual subscription orders or on the total of subscription orders to the 2022 Offering exceeding the number of available shares.

Each beneficiary designated by the Board of Directors will be informed shortly after the grant, of the number of free shares granted to her/him.

2. Vesting period

The ARKEMA Shares will be definitively acquired by the beneficiaries upon expiration of a four-year vesting period, on November 9, 2026, inclusive, subject to meeting the continued employment condition. However, as an exception, the vesting period will be three years for beneficiaries in Italy and Spain and will end on November 9, 2025 inclusive.

In order to receive the free shares at the end of the vesting period, the beneficiary must remain an employee of a ARKEMA group company throughout the vesting period, under the conditions provided below.

Rights to free shares are non-transferable and cannot be pledged in any way until the vesting period expires.

During the vesting period, beneficiaries do not own the free shares and, as a result, do not benefit from any ownership rights over such free shares. In particular, they have no right to the distribution of dividends and no right to vote.

3. Continued employment condition

If, at any given moment during the vesting period, a beneficiary is no longer considered an employee of ARKEMA group, he/she will lose all rights for the acquisition of the free shares upon the expiration of the vesting period. Said free shares will become null and void. The beneficiary will not be entitled to any compensation or indemnity for the loss of this right.

4. Exception to the continued employment condition

A beneficiary is deemed to have met the continued employment condition if one of the following events occurs:

- (i) Death:

In the event of the beneficiary's death, said beneficiary's rightful heir(s) can, pursuant to the terms of Article L. 225-197-3 of the French Commercial Code, request the delivery of the free shares within a

six-month period following the date of death. In this case, any granted free share will be delivered to said rightful heir(s) shortly after their request is received and the vesting period will no longer apply.

Failing the above-mentioned request, the free shares granted to the deceased beneficiary will be delivered to their rightful heir(s) upon expiration of the vesting period.

(ii) Disability:

In the event of a Category 2 or 3 disability, as defined in Article L. 341-4 of the French Social Security Code (or its equivalent in foreign law).

In this case, the granted free shares will be delivered to the beneficiary upon expiration of the vesting period.

(iii) Retirement

In the event of retirement at the legal age applicable pursuant to local law or, as the case may be, pursuant to applicable agreements or common practice within the ARKEMA group company.

In this case, the granted free shares will be delivered to the beneficiary upon expiration of the vesting period.

(iv) *Licenciement pour motif économique* (termination for economic reasons) or *licenciement sans faute* (termination without just cause attributable to the employee)

In the event of termination for economic reasons or without just cause attributable to the employee, the granted free shares will be delivered to the beneficiary upon expiration of the vesting period.

In order to avoid any misunderstanding, an employee's dismissal on behavioral grounds or due to low job performance will not, for the purposes of this Plan, be considered as a termination without just cause attributable to the employee.

(v) Loss of the Group Company status or dismantling of an operating or commercial entity

In the event of any change in a Group Company's control structure, resulting in ineligibility for participation in capital increase reserved for employees or in the event that a commercial or operating entity is dismantled, resulting in the loss of one's Group Company employee status, the beneficiary of the company, or the commercial or operating entity concerned, will receive its free shares upon expiration of the vesting period.

5. Adjustments

In the event of any financial transactions involving ARKEMA's equity, the Board of Directors will have the necessary authority to modify the terms and conditions associated with the vesting of their rights to the free shares.

Such adjustment could occur at the time of financial transactions targeting the Company's share capital, and its purpose would be to guarantee that said transactions do not impact the rights of beneficiaries.

Transactions that could impact the Company's shareholders' equity are:

- i. share capital amortization or reduction;
- ii. change in the distribution of profits;
- iii. grant of free shares to all shareholders;
- iv. incorporation of reserves, profits, or issuance premiums into the share capital;
- v. distribution of reserves;
- vi. any issuance of capital securities or securities granting a right to the allocation of capital securities carrying a subscription right reserved for shareholders;

- vii. consolidation or splitting of shares.

The Board of Directors will set the adjustment terms and conditions. The beneficiary will be kept informed regarding the practical terms of these transactions, as well as their impact on his/her rights in connection with the grant of free shares.

6. Restructuring and mergers

In accordance with the terms of Article L. 225-197-1, III of the French Commercial Code, in the event of a cashless exchange of Company shares as a result of a merger or demerger carried out in accordance with applicable regulations during the vesting period set forth in this Plan, the provisions of Articles L. 225-197-1 *et seq.* and L. 22-10-59 *et seq.* of the French Commercial Code, all of the Plan's conditions and, in particular, the vesting period, will remain applicable to the grants and to the shares received in connection with such grants, for the period remaining to elapse from the exchange date to the expiration of the vesting period.

C. Delivery of the free shares

1. Delivery date of the free shares

The free shares will be delivered to beneficiaries upon expiration of a four-year vesting period, on November 10, 2026, except for beneficiaries in Spain and Italy, for whom the delivery will take place at the end of a three-year vesting period, i.e. on November 10, 2025.

2. Rights of beneficiaries post-delivery of the free shares

As from the delivery date, beneficiaries are granted full ownership over the free shares delivered pursuant to the terms of this Plan. At that time, they will benefit from all of the rights associated with ownership of the free shares. These rights include:

- the right to vote at the Company's shareholders' meetings or the right to appoint a proxy for beneficiaries whose free shares are held directly, and the right to vote at the Company's shareholders' meetings through the FCPE's Supervisory Board for beneficiaries whose free shares are held in a FCPE; and
- the right to receive dividends paid out in connection with the free shares, if shareholders of the Company decide to distribute them, these dividends are automatically reinvested in the FCPE for beneficiaries whose free shares are held in a FCPE.

3. Custody of the free shares

As from the delivery date, beneficiaries are free to sell the free shares delivered to them, subject to the restrictions set forth in paragraph C(4) below.

However, as an exception, beneficiaries in Spain and Italy will be required to hold their shares for a period of three years from the date of delivery. This mandatory holding period will not apply in the event of death or disability corresponding to the second or third category provided for in Article L. 341 4 of the French Social Security Code (or its equivalent under foreign law).

As from their delivery date, the free shares will either be held in registered form, under the conditions set by the Company, or held through one or several FCPE(s). Beneficiaries will be informed of the holding method at the time of subscription. However, the Company reserves the right to change the holding method. If this is the case, beneficiaries will be informed of the change before the end of the vesting period.

4. Restrictions applicable upon expiration of the vesting period

In accordance with the terms of Article L. 22-10-59 of the French Commercial Code, the free shares can neither be sold nor transferred, upon expiration of the vesting period:

1. for a thirty-calendar day period leading up to the publication date of the annual and interim financial statements;
2. by the members of the Boards of Directors, by persons holding the position of “*Directeur général*” or “*Directeur général délégué*” and by employees who possess non-public inside information, within the meaning of Article 7 of the Regulation (EU) n° 596/2014 of the European Parliament and of the Council of April 16, 2014 on market abuses.

In addition, the free shares must be sold in compliance with various provisions in place to ensure the transparency and the security of financial markets and, in particular, any provisions against insider trading as well as those indicated in the document entitled “Insider Trading Policy” available on the intranet site, in the “Ethics” section, or from the Legal Department.

D. General provisions

1. Tax treatment and local formalities

The beneficiary is solely responsible for complying with any disclosure requirements and for paying any amounts he/she may have incurred, in particular regarding his or her fiscal and social security payment obligations. Each beneficiary is also solely responsible for acquiring information on the tax and social security treatment of the shares granted to him/her, in particular in connection with the grant, the delivery, a sale or transfer, or any potential distribution of dividends.

In the event that an employer is required to pay charges or taxes on behalf of a beneficiary as a result of the grant, the delivery, the sale, or the transfer of his/her shares, the Company reserves the right to postpone the delivery date of the shares and/or to impose an applicable holding period, until such beneficiary has paid all such amounts in full or until the terms and conditions applicable to the payment of these amounts have been agreed upon with the Company, insofar as this does not result in additional tax or social security charges imposed on the beneficiary. The employer, the Company, or any officer appointed for this purpose can, as the case may be, (i) withhold the amounts owed by the beneficiary from his or her items of compensation or (ii) sell a certain number of shares delivered to the beneficiary and withhold the necessary amount from the proceeds of such sale, in order to pay the taxes and/or social security charges the beneficiary owes.

In order for a beneficiary to be eligible for the Plan and receive free shares, the Company and/or the Group Companies in the relevant countries must obtain the authorizations, declarations, or complete any formality necessary or recommended under local law. If the legislation applicable in the country of residence of the beneficiary prohibits or negatively impacts the delivery of the free shares to a resident of said country, the delivery of the free shares could, at the discretion of the Company, be suspended without notice. In addition, the Company reserves the right to cancel a grant made to a given beneficiary and replace it with a cash payment of equal value.

2. Specific clause applicable to United States (“U.S.”) citizens or U.S. residents for tax purposes

As an exception to the provisions of Article B(4) of this Plan, the right to request the immediate delivery of the free shares within the six months following the date of death of the beneficiary does not apply in the event of death of a beneficiary who is either a U.S. citizen or a U.S. resident for tax purposes (a “**Beneficiary Subject to U.S. Tax**”), irrespective of whether he/she is or not employed by a U.S. subsidiary at the time of death. In the event that a Beneficiary Subject to U.S. Tax dies, the delivery of the free shares will take place within 90 days following the date of death of the beneficiary, pursuant to Section 409 A of the U.S. Internal Revenue Code.

The free shares have not and will not be registered with the U.S. Securities and Exchange Commission or with any other authority of the United States of America or of any of its States. The free shares can

neither be sold nor transferred in the United States of America. They can only be sold or transferred on the Euronext Paris stock exchange.

For a Beneficiary Subject to U.S. Tax, the Plan is intended to meet the requirements of Section 409 A of the U.S. Internal Revenue Code with respect to the amounts or free shares owed to the beneficiary and subject to the provisions of Section 409 A. Therefore, the Plan must be interpreted and applied while taking this goal into account. In particular, the deliveries of free shares that must be undertaken in the context of the Plan will be carried out while taking into account the time constraints imposed under the terms of Section 409 A. More generally, no decision pertaining to the application of the Plan will be taken if it is not consistent with the goal of meeting the requirements of Section 409 A. This paragraph prevails over any opposing provision of the Plan.

3. Modification of the rules

The Board of Directors can, at any time, decide to change, postpone the application of, or complete any provision of this Plan, it being understood, however, that such modification will only be possible if (i) it does not significantly change the financial advantages or the rights granted to beneficiaries, or (ii) it is necessary or considered appropriate by the Board of Directors in order to comply with the laws and regulations applicable to the Plan, or otherwise (iii) it has been accepted in writing by the beneficiary in question.

4. Applicable law

This Plan is governed by French law.

In the event that a provision of this Plan is considered unlawful, null and void, or not applicable, such provision would not affect the application of the Plan, which would be interpreted as if it did not contain the provision in question, in order to remain as consistent as possible with the initial purpose of the Plan.

In the event of any dispute regarding the interpretation, validity or application of this Plan, the relevant parties will strive to find an amicable solution. If such a solution is not found, the dispute would be placed under the exclusive authority of the relevant Paris courts, including in the event of a summary judgment (*procédure en référé*), except in the case of mandatory rules assigning authority to other jurisdictions.

This document is a translation of the French Plan rules which shall prevail in case of discrepancies.

APPENDIX A

The Companies members of the PEG A

Countries	Compagnies
AUSTRALIA	BOSTIK AUSTRALIA PTY LTD
BELGIUM	ARKEMA ANTWERP
	BOSTIK BELUX SA NV
	FIXATTI NV
BRAZIL	ARKEMA COATEX BRASIL INDÚSTRIA E COMÉRCIO LTDA
	ARR-MAZ DO BRAZIL LTDA
	USINA FORTALEZA INDUSTRIA E COMERCIO DE MASSA FINA LTDA
CANADA	ARKEMA CANADA INC
	BOSTIK CANADA LTD
CHINA	ARKEMA (CHANGSHU) CHEMICALS CO., LTD.
	ARKEMA (CHANGSHU) FLUORO-CHEMICAL CO LTD
	ARKEMA (CHANGSHU) POLYAMIDES CO, LTD
	ARKEMA (CHINA) INVESTMENT CO. LTD
	ARKEMA (CHINA) INVESTMENT CO. LTD CHANGSHU BRANCH
	ARKEMA (CHINA) INVESTMENT CO. LTD GUANGZHOU BRANCH
	ARKEMA (CHINA) INVESTMENT CO. LTD SHANGHAI BRANCH
	ARKEMA (SHANGHAI) DISTRIBUTION CO. LTD
	ARKEMA (SUZHOU) POLYAMIDES CO, LTD
	ARKEMA HYDROGEN PEROXIDE CO. LTD SHANGHAI
	ARRMAZ CHEMICALS (YUNNAN) CO.,LTD
	BOSTIK FINDLEY CHINA CO, LTD
	BOSTIK SHANGHAI MANAGEMENT, CO LTD
	CASDA BIOMATERIALS CO. LTD
	CHANGSHU COATEX ADDITIVES CO TLD
	FIXATTI (CHINA) POLYMER SPECIALTIES CO LTD
	JIANGSU BOSTIK ADHESIVE LTD
	PMP (SHANGHAI ZHIGUAN POLYMER MATERIALS)
	SARTOMER (GUANGZHOU) CHEMICALS CO., LTD
	TAIXING SUNKE CHEMICALS CO., LTD.
DENMARK	AS LIP BYGNINGSARTIKLER NORRE AABY
	BOSTIK A/S

EGYPT	ARKEMA France REPRESENTATIVE OFFICE - EGYPT
	BOSTIK EGYPT FOR PRODUCTION OF ADHESIVES S.A.E.
GERMANY	ARKEMA GMBH
	BOSTIK AEROSOLS GMBH
	BOSTIK GMBH
	BOSTIK TECHNOLOGY GMBH
INDIA	FIXATTI GMBH
	ARKEMA CHEMICALS INDIA PRIVATE LTD
	ARKEMA PEROXIDES INDIA PRIVATE LIMITED
	BOSTIK INDIA PRIVATE LTD
IRELAND	FIXATTI INDI PRIVATE LTD
	BOSTIK INDUSTRIES LTD
ITALY	AGIPLAST ITALIA SRL
	ARKEMA SRL
	IDEAL WORK SRL
JAPAN	ARKEMA KK
	BOSTIK NITTA CO., LTD
MALAYSIA	ARKEMA COATING RESINS MALAYSIA SDN. BHD.
	ARKEMA THIOCHEMICALS SDN BHD
	BOSTIK FINDLEY (MALAYSIA) SDN-BHD
MEXICO	ARKEMA MEXICO S.A. DE C.V.
	BOSTIK MEXICANA S.A. DE C.V.
	POLIMEROS ESPECIALES S.A DE CV
NETHERLANDS	ARKEMA BV
	BOSTIK BENELUX B.V
	BOSTIK BV
	BOSTIK NEDERLAND BV
	COATEX NETHERLANDS BV
NEZ ZEALAND	BOSTIK NEW ZEALAND LTD
POLAND	ARKEMA SP. Z O O
	BOSTIK SP Z O O
ROMANIA	BOSTIK ROMANIA S.R.L.
SAUDI ARABIA	ARKEMA CHEMICALS SAUDI ARABIA
	ARRMAZ GULF CHEMICALS LTD
SINGAPORE	ARKEMA PTE LTD (SINGAPORE)

SOUTH KOREA	ARKEMA (KOREA)
	BOSTIK KOREA LTD
	COATEX ASIA PACIFIC INC.
	SEKI ARKEMA CO., LTD
SPAIN	AFINITICA TECHNOLOGIES SL
	ARKEMA QUIMICA SAU
	BOSTIK S.A.U
SWEDEN	BOSTIK AB
	LIP SVERIGE AB
SWITZERLAND	ARKEMA INTERNATIONAL SA
	DEN BRAVEN SCHWEIZ AG
	FEBEX SA
	FIXATTI AG
TURKEY	ARKEMA KIMYA SANAYI VE TICARET ANONIM SIRKETI
	BOSTIK KIMYA SANAYI VE TICARET ANONIM SIRKETI
UNITED ARAB EMIRATES	ARKEMA MIDDLE EAST DMCC (DUBAI)
UNITED KINGDOM	ARKEMA UK LIMITED
	BOSTIK LTD
	SIROFLEX LTD
	BOSTIK ADHESIVES LIMITED
UNITED STATES	ARKEMA INC
	ARR-MAZ PRODUCTS INC
	BOSTIK INC
	COATEX INC