Syensqo Employee Share Purchase Plan (the "Plan")

Terms and Conditions

These terms and conditions set out the terms on which, by applying to join the Plan, you (the "**Participant**") agree to acquire Purchased Shares, Dividend Shares, and Matching Shares and a Free Share, subject to the rules of the Plan.

Terms used but not defined in these Terms and Conditions have the same meaning as in the rules of the Plan.

Participant

Purchased Shares

I, the Participant, agree:

- to participate in the Plan;
- to allow my employer to deduct from my net salary each [weekly][monthly] pay cycle for 12 months starting in January 2025 the amount that I have indicated when applying to join (being a minimum of the local currency equivalent of €15 per month and a maximum of the local currency equivalent of €250 per month);
- that each deduction will be transferred by Syensqo SA (the "**Company**") to J.P. Morgan Workplace Solutions (the "**Nominee**") to be used to buy Purchased Shares on my behalf and may be held by my employer, the Company and/or the Nominee for a short period of time until the Purchased Shares are bought on a monthly basis;
- that the deduction from my salary, or the number of Purchased Shares that I receive, may be scaled down in any given year if the 330,000 Plan Shares limit allocated for the Plan would be exceeded;
- that I may ask the Nominee for my Purchased Shares at any time; and
- that any dividends received on my Purchased Shares may be automatically reinvested in Dividend Shares at the Company's discretion.

Matching Shares

I, the Participant, agree:

- to accept Matching Shares awarded to me under the Plan in the form of a Matching Share Award (which is a right to receive Matching Shares at the end of the Vesting Period);

- that Matching Shares will be awarded at the same time as the Purchased Shares to which they relate are purchased;

- that Matching Shares will be subject to a Vesting Period, which shall be from February 2025 to January 2027;

- that I cannot assign, charge or otherwise dispose of my Matching Shares until I receive my Matching Shares on the vesting of my Matching Share Awards;

- that the ratio of Matching Shares to Purchased Shares is 1 for 2 but that this may be varied by the Company. If the ratio varies, the Company will notify me before the Purchased Shares are bought for me;

- that the minimum amount of money I may contribute towards Purchased Shares in any month may not be below my local currency equivalent of €15;

- that the maximum amount of money I may contribute towards Purchased Shares in any month may not exceed my local currency equivalent of €250 or, if lower,

    a. [FOR BRAZIL ONLY: 30% of my monthly net salary]
    b. [FOR INDIA & SINGAPORE ONLY: 50% of my monthly net salary]
    c. [FOR ITALY ONLY: 1/5th of my monthly net salary]
    d. [FOR MEXICO ONLY: one month's net salary or 30% of the amount by which my monthly net salary exceeds the minimum monthly wage]
    e. [FOR NETHERLANDS & PORTUGAL ONLY: an amount that would result in my net salary falling below minimum wage]

- that dividends will not be received nor a dividend equivalent paid on my Matching Shares; and

- that I will lose my Matching Shares if:

    - I sell or withdraw the Purchased Shares to which the Matching Shares relates before the end of the Vesting Period; or

    - I cease to be employed by the Group before the end of the Vesting Period due to gross misconduct or my resignation.

Free Share

I, the Participant, agree:

- to accept the Free Share awarded to me under the Plan in the form of a Free Share Award (which is a right to receive Free Shares at the end of the Vesting Period);

- that the Free Share will be awarded in February 2025;

- that the Free Share will be subject to a Vesting Period, which shall be from February 2025 to January 2027;

- that I cannot assign, charge or otherwise dispose of my Free Share until I receive my Free Share on the vesting of my Free Share;

- dividends will not be received nor a dividend equivalent paid on my Free Share, until the end of the Vesting Period;

- that I will lose my Free Share if:

    - I sell or withdraw the Purchased Shares to which the Free Share relates before the end of the Vesting Period; or

    - I cease to be employed by the Group before the end of the Vesting Period due to gross misconduct or my resignation.

Compliance with applicable securities laws and regulations

I, the Participant, agree and understand that, if:

- I am in possession of inside information within the meaning of Regulation (EU) 596/2014 of April 16, 2014 on market abuse (as amended, the Market Abuse Regulation); or

- I have been informed that I have been included on an insider list prepared pursuant to Article 18 of the Market Abuse Regulation or on any other list prepared for purposes of compliance with applicable securities laws; or

- I have received a notice from the Group General Counsel requiring me to abide by a prohibition to enter into transactions relating to the Plan Shares and/or any securities issued by the Company during a certain period of time (such as, *e.g.*, Closed Periods and Prohibited Periods as defined in the Dealing Code of the Company);

then I shall not, directly or indirectly, enter into any transaction relating to, or make any decision regarding, the shares of the Company, the Plan shares, the Free Share Award and/or the Matching

Share Award, nor shall I make any determination or election with respect to the foregoing (including, *e.g.*, ceasing to make any contributions under the Plan), unless:

- I have consulted with the Group General Counsel (or any representative(s) of the Company as may be designated by the Group General Counsel) before entering into such transaction or making any such decision, determination or election; and

- I have received express confirmation in writing from the Group General Counsel (or the representative(s) of Syensqo designated by the Group General Counsel) that I may enter into such transaction or make any such decision, determination or election (subject to any conditions as may be provided for in the written express confirmation).

I, the Participant, agree and understand that any written express confirmation issued by the Group General Counsel (or the representative(s) of Syensqo designated by the Group General Counsel) in accordance with the foregoing shall not discharge me from my obligation to form my own opinion on the legality and advisability of entering into the contemplated transaction or making the contemplated decision, determination or election, and that I shall be solely and exclusively responsible for the consequences of the same.

General

I, the Participant, agree:

- that taking part in the Plan does not affect my rights, entitlements and obligations under my contract of employment, and does not give me any rights or additional rights to compensation or damages if my employment ceases; and

- to allow the Nominee to sell some or all of my Plan Shares to pay any Tax Liability in respect of my Plan Shares, unless I provide the Nominee or the Company in advance with sufficient funds to pay these amounts.

I, the Participant, understand that:

- Plan Shares may fall in value as well as rise and I may not get back the full amount I originally invested;

- if my Purchased Share Money in any month is insufficient to purchase a whole Purchased Share, the Nominee shall carry forward such amount of the Purchased Share Money and apply such amount towards any future purchase of Purchased Shares;

- if I cease to be employed by the Group, any residual Purchased Share Money that was held by the Nominee on my behalf will be refunded to me;

- I will only be awarded a Matching Share once there is sufficient Purchased Share Money to purchase two whole Purchased Shares;

- if any dividend received on my Purchased Shares is insufficient to purchase a whole Dividend Share, the Nominee shall carry forward such amount of the dividend and apply such amount towards any future purchase of Dividend Shares;

- if my local currency is not the Euro, I will contribute Purchased Share Money in my local currency based on an exchange rate determined by the Company before the first Purchased Share Money is contributed;

- [FOR INDIA ONLY: if I receive any funds under the Plan, including sale proceeds, I will repatriate all such funds to India and not keep them offshore;]

- [FOR MEXICO ONLY: the Plan Shares have not been registered with the National Registry of Securities (*Registro Nacional de Valores*) maintained by the National Banking and Securities Commission (*Comision Nacional Bancaria y de Valores*) and may not be offered or sold publicly in Mexico. The offer of the Plan does not constitute a public offering under the Mexican Securities Market Law (*Ley del Mercado de Valores*). This private offering and all other information as contained in these Terms and Conditions and any other documents provided in relation to the Plan are exclusively for the benefit of and distribution to the addressee. These Terms and Conditions and other offering materials may not be publicly distributed in Mexico;]

- [FOR CANADA ONLY: I waive any and all rights to compensation or damages in consequence of the termination of my employment for any reason whatsoever (and regardless of whether such termination is lawful or unlawful) insofar as those rights arise or may arise from me ceasing to have rights under the Plan as a result of such termination;]

- the Plan will run for a period of 12 months from the date on which the first Purchased Shares were purchased (allowing 12 contributions of Purchased Share Money); and

- the Company may vary or terminate the Plan at any time, provided that no alteration is to the material disadvantage of the participants of the Plan. If the alternation is to the material disadvantage of the participants of the Plan, then all participants of the Plan will be invited to indicate whether they approve of the alteration and the alteration must be approved by a majority of participants o the Plan who give such an indication.

Data Protection

I, the Participant, agree that:

- If I am employed outside the European Economic Area and consent is needed for the collection, processing or transfer of my personal data under applicable local law, by participating in the Plan, I give consent for the purposes of the Plan.

- For the purposes of compliance with the General Data Protection Regulation (EU) 2016/679 and any UK or other legal or regulatory equivalent, the Company will separately provide me with information on the collection, processing and transfer of my personal data, including the grounds for processing.

Company

The Company agrees:

- to arrange for Purchased Shares to be bought for me, according to the rules of the Plan;
- to provide 1 Matching Share for every 2 Purchased Shares bought by me, according to the rules of the Plan;
- to provide me with a Free Share; and
- to take any other actions in relation to the Purchased Shares, the Dividend Shares, the Matching Shares, the Free Shares, and the Matching Share Award and the Free Share Award in accordance with the rules of the Plan.

Nominee

The Nominee agrees:

- to buy Purchased Shares for me using the deduction from my salary; and
- to deliver Matching Shares and the Free Share to me when they vest.