

27 June 2019

Private & confidential  
Ms Anne Hyland

Dear Anne,

**Re-appointment as a Non-Executive Director of Elementis plc (the “Company”)**

Following shareholder approval on 30 April 2019 of your re-appointment as a Non-Executive Director and on 26 June 2019, on behalf of the Board, your re-appointment as a Non-Executive Director of the Company was confirmed.

Your appointment for a third three-year term is effective from 1 June 2019 (the “Commencement Date”). As this Commencement Date follows immediately from the end of your current appointment, your membership of the Board of the Company as a Director will be continuous.

The main terms of your appointment are detailed below.

**1. Appointment**

The appointment is for a term of three years commencing on 1 June 2019, but may be terminated prior to that time in the event of any of the following:

- (a) your being submitted for election or re-election by shareholders at a general meeting of the Company and not being so elected or re-elected, or the Company or the Board passing a resolution for your removal from office as a Director;
- (b) your giving not less than thirty days’ notice in writing to terminate the appointment;
- (c) the Company giving not less than thirty days’ notice in writing to terminate the appointment; and
- (d) the Company retains flexibility to set notice periods at up to 3 months, as appropriate

**2. Time Commitment**

During the period of your appointment you will be required to devote such reasonable time as may be required to fulfil your duties as a Non-Executive Director of the Company. It is anticipated that, unless otherwise agreed with the Chairman, this will entail a time commitment of between 12 and 18 days per annum. This will include attendance at a minimum of eight Board meetings and pre-Board dinners per annum (including normally at least one 2 to 3 day overseas Board trip), the Board Committees on which you serve, general meetings and ad hoc meetings as required.

By accepting these terms you agree to commit to the Company sufficient time for the proper performance of your responsibilities as a Non-Executive Director of the Company and confirm that you are able to do so.

Elementis plc  
1<sup>st</sup> Floor  
Caroline House  
55-57 High Holborn  
London WC1V 6DX, UK  
Telephone: +44 (0) 20 7067 2999  
Email: [elementis.info@elementis.com](mailto:elementis.info@elementis.com)

Your attention is also drawn to the requirement under both legislation and regulation as to the disclosure of price sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Board. In addition you will be bound by the Company's code for dealing in its shares, details of which will be provided to you as part of the induction process.

#### **8. Insurance**

The Company provides liability insurance for its officers and directors when acting for and on behalf of the Company. The current indemnity limit is £50 million.

#### **9. Independent Professional Advice**

A procedure exists should it become necessary for you to seek independent professional advice regarding the performance of your duties as a Director. If you require further details, please contact the Company Secretary. The Company will reimburse the full cost of any expenditure incurred in accordance with the procedure.

#### **10. Review Process**

It is anticipated that the performance of individual Directors and the whole Board and its Committees will be evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chairman and, if the matter is not resolved to your satisfaction, the Senior Independent Director.

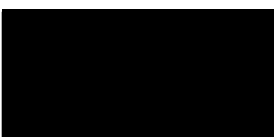
#### **11. Termination of Appointment**

Upon the termination of your appointment, for whatever reason and howsoever caused, you agree that you will forthwith deliver to the Company any and all property in your possession or under your control relating to the affairs and business and customers and suppliers of the Company or of any Group Company. Such property will include, without limitation, all lists of customers and/or suppliers, correspondence, notes, reports, plans, designs, specifications, documents, accounts and any papers of any description and any copies thereof.

In addition, upon the termination of your appointment for whatever reason and howsoever caused you agree that you shall forthwith resign without any claim for compensation (other than for arrears of any fees due under paragraph 4 above) from any position in or office of the Company which you hold pursuant to your appointment as a Non-Executive Director of the Company.

I hope you will find these terms and conditions satisfactory. If so, please confirm your agreement by signing and returning the enclosed copy of this letter.

Yours sincerely



Laura Higgins  
Company Secretary

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#### **ACCEPTANCE OF TERMS**

I hereby confirm that I have read, understand and accept the terms of the above appointment.



Anne Hyland

*July 24 2018*  
Date