

31 January 2020

Private & Confidential

Mr J. O'Higgins

Dear John,

Appointment as a Non-Executive Director of Elementis plc (the "Company")

On behalf of the Board, I am pleased to confirm the details of your appointment as a Non-Executive Director of the Company. You will, at the commencement of the appointment, join the Board of the Company as a Director. Your appointment will be effective from 4 February 2020. In addition, it is expected that you will be appointed Senior Independent Director following the conclusion of the Annual General Meeting on 29 April 2020.

The main terms of your appointment are detailed below.

1. Appointment

The appointment is for a term of three years commencing on 4 February 2020.

Your appointment is subject to the Company's Articles of Association, as amended from time to time (the "Articles"). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a Director of the Company.

Your appointment may be terminated prior to 4 February 2023 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, in which circumstance your appointment shall terminate automatically, with immediate effect and without compensation;
- (b) your giving not less than 30 days' notice in writing to terminate the appointment;
- (c) the Company giving not less than 30 days' notice in writing to terminate the appointment;
- (d) the Company retains flexibility to set notice periods at up to 3 months, as appropriate;
- (e) your committing any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your statutory, fiduciary or common law duties) and/or violating any material provision of your obligations under this letter;

- (f) your being guilty of any fraud or committing a material act of dishonesty, or other misconduct in the performance of your services on behalf of Company, or acting in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests;
- (g) your being convicted of an arrestable criminal offence other than a road traffic offence for which a fine or non-custodial penalty is imposed;
- (h) your being declared bankrupt or having made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act 1984;
- (i) your being disqualified from acting as a Director; or
- (j) your committing a wilful or deliberate act or acts of non-compliance with the Elementis Code of Business Conduct and Ethics.

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 18 and 24 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 4 day overseas Board trip), the Board Committees on which you serve, general meetings and ad hoc meetings as required. In addition, we will make arrangements for you to develop and refresh your skills and knowledge to assist in carrying out your duties effectively. You should endeavour to make yourself available for any relevant development and training sessions which may be organised for the Board.

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.

3. Roles and Duties

By accepting this appointment, you agree that you will pay due regard to the requirements set out in the 'Role and Duties of all Directors' guidance that is enclosed with this letter as Appendix 1.

4. Board Committees

In addition, you will participate as a member of those Board Committees as agreed between yourself and the Chairman. Committee meetings are usually held on the same day as Board meetings. There is no additional fee payable for membership of any Board Committee unless you are the Chairman of the Committee (see paragraph 5 below).

The Board Committees that you are expected to join from the date of your appointment include the Audit, Nomination and Remuneration Committees.

5. Fees and Expenses

Your basic fee as a Non-Executive Director will be at the rate of £51,268 per annum (as at 1 January 2020 payable monthly in arrears on or about the 21st day of each month, which may be increased subject to review by the Board.

In addition to your basic fee, you will be paid an additional fee of £8,908 per annum (as at 1 January 2020) for your role as Senior Independent Director. This additional fee will be paid as described above and on a pro-rated basis, where relevant, and may also be increased subject to review by the Board.

Payment of all fees to you under this letter will be subject to deduction of tax and national insurance contributions which the Company is obliged to deduct, where appropriate.

For the avoidance of doubt you will not be entitled to be a member of the Company pension scheme and you will not be eligible to participate in any of the Company's share option or share incentive schemes.

The Company will, subject to the production of satisfactory receipts and vouchers, reimburse your reasonable expenses incurred whilst acting in your capacity as a Director. Expense claims should be submitted to the Company Secretary in a timely manner and all receipts should be listed and signed by you prior to submission.

On termination of your appointment, you shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred before that date.

6. Contract of Services and Confirmation of No Restrictions

For the avoidance of doubt, this letter of appointment constitutes a contract for services and is not a contract of employment and you confirm that you are not subject to any restrictions which prevent you from holding office as a Director. No compensation shall be payable for loss of office, if you cease to be a Director of the Company for any reason.

7. Outside Interests

The Board of the Company has determined you to be independent, taking account of the guidance contained in Provision 10 of the UK Corporate Governance Code 2018.

It is accepted and acknowledged that you have business interests outside of the Company, that these have been declared and that they do not give rise to any conflict of interest. If at any time during the term of this appointment you become aware of any potential conflicts of interest, these should immediately be disclosed to the Chairman and Company Secretary.

By accepting these terms you agree to inform the Board of any commitments to which you become subject which could reasonably be expected to impinge on the proper performance of your responsibilities as a Non-Executive Director or on your ability to devote sufficient time to your role and responsibilities under this appointment.

8. Confidentiality

During your appointment you are likely to come into possession of confidential information, the proprietary interest in which belongs to the Company or to another Group Company. Accordingly, you agree that you will not at any time (whether during or after your appointment hereunder) divulge to any person, firm or company or use for the benefit of any person, firm or company any information of a private, secret or confidential nature concerning the business, accounts or finances of the Company or of any Group Company or any secrets, dealings, transactions or affairs of the Company or any Group Company which have or may have come to your knowledge during the term of your appointment or otherwise. This restriction shall cease to apply to information which is ordered to be disclosed by a Court of competent jurisdiction, or otherwise required to be disclosed by law or which is in the public domain other than by reason of your own default. "Group Company" shall mean any and each of (1) the

Company, (2) any subsidiary of the Company (with “subsidiary” having the meaning given to it in Section 1159 of the Companies Act 2006), and (3) any company of which the Company or any of its subsidiaries owns 50% or more of the equity share capital.

Your attention is drawn to the requirements 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 were provided to you as part of the induction process.

9. 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.

10. 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.

11. 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 Chief Executive Officer.

12. 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 5 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.

13. Moral Rights

You hereby irrevocably waive any moral rights in all works prepared by you, in the provision of your services to the Company, to which you are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes your moral rights.

14. Data Protection

By signing this letter you consent to the Company holding and processing data about you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you including, as appropriate:

- (a) information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness to perform your duties; or
- (b) your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
- (c) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

You consent to the Company making such information available to any of its Group Companies, those who provide products or services to the Company or any company in the Company's Group (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which you work.

You also consent to the transfer of such information to the Company's or any Group Company's business contacts outside the European Economic Area in order to further their business interests even where the country or territory in question does not maintain adequate data protection standards.

You shall comply with the Company's data protection policy, a copy of which is available from the Company Secretary.

The Company may change its data protection policy at any time and will notify you in writing of any changes.

15. Third Party Rights

No one other than you and the Company shall have any rights to enforce the terms of this letter.

16. Entire Agreement

This letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.

You agree that you shall have no remedies in respect of any representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation based on any statement in this letter.

17. Variation

No variation of this letter (except to fees) shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

18. Governing Law and Jurisdiction

Your appointment with the Company and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and you and the Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this appointment or its subject matter or formation (including non-contractual disputes or claims).

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

For and on behalf of the Board



Laura Higgins
Company Secretary

ACCEPTANCE OF TERMS

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


[John O'Higgins] /

February 2020

Date