

Solvay 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, 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 month for 12 months starting in October 2022 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 Solvay SA (the "**Company**") to Global Shares Ireland Limited (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 250,000 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 will be automatically reinvested in Dividend Shares.

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 1 October 2022 to 30 September 2024;
- that I cannot assign, charge or otherwise dispose of my Matching Shares until I receive my Matching Shares on the vesting of my Matching Shares;
- 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, 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 unless I cease to be employed by the Group by reason of injury, ill-health, disability, redundancy, retirement, death or my employing company or business ceasing to be part of or be within the Group.

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 on 1 October 2022;
- that the Free Share will be subject to a Vesting Period, which shall be from 1 October 2022 to 30 September 2024;
- 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;

- 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 unless I cease to be employed by the Group by reason of injury, ill-health, disability, redundancy, retirement, death or my employing company or business ceasing to be part of or be within the Group.

Spin-off

I, the Participant, agree and understand that if I take part in the Plan, the following may apply to my Purchased Shares, Dividend Shares, Matching Shares, Free Shares, Matching Share Award and Free Share Award as a result of the potential partial demerger of the Company, in line with the announcement made by the Company on March 15, 2022 that it is reviewing plans to separate the Company by spinning off specialty businesses to SpecialtyCo (the "spin-off"):

- my Purchased Shares held on my behalf by the Nominee will be treated in the same way as Shares held by other shareholders of the Company and, accordingly, I will receive shares in SpecialtyCo (the "SpecialtyCo Shares") pro rata to my shareholding in the Company at the time of the spin-off. Upon completion of the spin-off, I would then hold, through the Nominee, shares in the Company and SpecialtyCo Shares;
- my Matching Share Award and my Free Share Award may be amended by the Board of the Company in accordance with the rules of the Plan, which may include an adjustment to the number of Matching Shares or Free Shares to which I am entitled under such awards and/or result in such Matching Share Award or Free Share Award giving rights to SpecialtyCo Shares, in addition to or in replacement of all or part of the Matching Shares and/or Free Shares to which I am entitled under such awards;
- the SpecialtyCo Shares would be admitted to trading on an EU regulated market in connection with the spin-off, but there can be no guarantee as to the market price of such SpecialtyCo Shares, which may fluctuate significantly and could decline following the admission to trading, nor that an active and liquid trading market would develop or be maintained following the admission to trading; and
- the spin-off may impact the tax treatment of my Purchased Shares, Dividend Shares, Matching Shares, Free Shares, Matching Share Award and/or Free Share Award and I will be advised of the tax treatment by the Company prior to the completion of the spin-off.

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 Solvay 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 Solvay 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;
- 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.

Data Protection

I, the Participant, agree that:

- If I am employed outside the European Economic Area or the United Kingdom 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, 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.