

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934

June 2, 2021  
Date of Report (Date of Earliest Event Reported)



**The Chemours Company**  
(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
Of Incorporation)

**001-36794**  
(Commission  
File Number)

**46-4845564**  
(I.R.S. Employer  
Identification No.)

**1007 Market Street**  
**Wilmington, Delaware, 19801**  
(Address of principal executive offices)

Registrant's telephone number, including area code: (302) 773-1000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Exchange on Which Registered</u>
Common Stock (\$.01 par value)	CC	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Leadership Transition*

On June 3, 2021, The Chemours Company (“Chemours” or the “Company”) issued a press release announcing that Mark Vergnano, President and Chief Executive Officer of the Company, plans to retire from his position effective July 1, 2021 and that the Company has selected Mark E. Newman, who currently serves as the Company’s Chief Operating Officer, to succeed Mr. Vergnano as the Company’s President and Chief Executive Officer and to join the Board of Directors of the Company (the “Board”), in each case effective July 1, 2021. Upon Mr. Vergnano’s retirement as President and Chief Executive Officer, Mr. Vergnano will continue to serve as a member of the Board, and he will also serve as Chairman of the Board effective July 1, 2021 until December 31, 2021. In this new role, Mr. Vergnano will succeed Richard Brown, Chairman of the Board, who provided notice to the Company that he plans to retire from the Board and from his role as Chairman, effective as of July 1, 2021. Mr. Brown’s retirement is not a result of any disagreement with the Company relating to the Company’s operations, policies or practices. The Company also announced that effective July 1, 2021, the Board has appointed Dawn Farrell to serve as the Lead Independent Director of the Board until December 31, 2021. As previously disclosed, the Company has determined that Ms. Farrell qualifies as independent under the Company’s Corporate Governance Guidelines and under the listing standards of the New York Stock Exchange.

*Employment Transition Agreement with Mr. Vergnano*

In connection with his retirement as President and Chief Executive Officer, the Company and Mr. Vergnano entered into a retirement and advisory services agreement (the “Employment Transition Agreement”) providing for Mr. Vergnano to provide transitional assistance to the Company from July 1, 2021 through December 31, 2021. In connection with the performance of such transitional assistance to the Company, Mr. Vergnano will receive (i) a pro-rata bonus for the period ending on July 1, 2021 based on actual performance pursuant to the Company’s Annual Incentive Plan, (ii) continued vesting of all outstanding restricted stock units and stock options pursuant to the terms and conditions provided for in the individual award agreements and (iii) pro-rata vesting of performance-based restricted stock units for the period ending December 31, 2021 based on actual performance during the performance period. As non-executive Chairman of the Board, and consistent with the Company’s director compensation program for non-employee directors, Mr. Vergnano will receive an annual cash retainer of \$100,000, an award of fully vested shares of Company common stock having a grant date value of \$145,000, and an annual retainer of \$110,000 in respect of his service as non-executive Chairman of the Board for the period from July 1, 2021 through December 31, 2021.

The foregoing description of the Employment Transition Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employment Transition Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

*Mr. Newman’s Appointment as President and Chief Executive Officer*

Mark Newman, age 57, joined the Company in 2014 as Senior Vice President and Chief Financial Officer and since 2019 has served as Chief Operating Officer of the Company with responsibility over the Company’s global commercial businesses. Prior to joining the Company, he was Senior Vice President and Chief Financial Officer of SunCoke Energy, Inc. (“SunCoke”) and led its financial, strategy, business development, and information technology functions. Prior to joining SunCoke, Mr. Newman served as Vice President – Remarketing and Managing Director of SmartAuction, Ally Financial, Inc. (previously, the General Motors Acceptance Corporation). Mr. Newman began his career at the General Motors Company in 1986 as an Industrial Engineer and progressed through several financial and operational leadership roles within the global automaker, including: Vice President and Chief Financial Officer of Shanghai General Motors Limited; Assistant Treasurer of General Motors Corporation; and, Vice President – North America and Chief Financial Officer. Mr. Newman is also a member of the board of directors of Altria Group, Inc., a position he has held since February 2018. Mr. Newman’s assumption of the position of President and Chief Executive Officer of the Company, in which capacity he will provide leadership of the Company, led to the conclusion that he should serve as a director of the Company.

In connection with his appointment as President and Chief Executive Officer, effective July 1, 2021 (i) Mr. Newman’s base salary will be \$975,000, (ii) he will be eligible to earn a target bonus at 120% of base salary, and (iii) he will be eligible to receive long-term equity incentive awards comprised of (x) time-vesting restricted stock units (10%), (y) performance-based restricted stock units (50%) and (z) stock options (40%) having an aggregate grant date value of \$4,300,000 (assuming target performance for the performance-based restricted stock units). In addition, in respect of his service as President and Chief Executive Officer for the remainder of 2021 Mr. Newman will receive a one-time grant of (x) time-vesting restricted stock units (10%), (y) performance-based restricted stock units (50%) and (z) stock options (40%) having an aggregate grant date value of \$1,400,000 (assuming target performance for the performance-based restricted stock units). Mr. Newman will continue to participate in the Chemours’ Senior Executive Severance Plan and in the other benefit plans offered to executive officers.

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There are no arrangements or understandings between Mr. Newman and any other persons in connection with his appointments. Mr. Newman does not have any family relationships with any executive officer or director of Chemours and he is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
10.1	<a href="#">Employment Transition Agreement between Mark Vergnano and the Company, dated as of June 2, 2021.</a>
99.1	<a href="#">Press Release of the Company, dated as of June 3, 2021.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE CHEMOURS COMPANY

By: /s/ Sameer Ralhan  
Sameer Ralhan  
Senior Vice President, Chief Financial Officer

Date: June 3, 2021

## EMPLOYMENT TRANSITION AGREEMENT

THIS EMPLOYMENT TRANSITION AGREEMENT (“Agreement”), dated as of June 2, 2021, is by and between The Chemours Company (the “Company”), and Mark P. Vergnano (the “Executive”).

WHEREAS, Executive is currently employed as the President and Chief Executive Officer of the Company and currently serves on the Board of Directors of the Company (the “Board”);

WHEREAS, the Board believes that succession planning is in the best interests of the Company and its stockholders and succession planning is a high priority for the Board;

WHEREAS, as part of its succession planning process, the Board and Executive have mutually agreed that Executive will transition his roles as President and Chief Executive Officer of the Company to a successor selected by the Board, effective July 1, 2021;

WHEREAS, the Board (excluding Executive) has requested that Executive serve in the role of non-executive Chairman of the Board until December 31, 2021 in order to facilitate the transition to the new President and Chief Executive Officer; and

WHEREAS, the Company and Executive desire to set forth their respective rights and obligations in respect of Executive’s pending retirement from the Company.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Resignations on Termination Date. Executive and the Company agree that, effective July 1, 2021 (the “Termination Date”), Executive shall retire from employment with the Company and consequently resign from his positions as President and Chief Executive Officer of the Company and from any and all other positions held by Executive with the Company and its subsidiaries and affiliates, other than (a) his role as non-executive Chairman of the Board, which position Executive shall hold from July 1, 2021 through December 31, 2021, and (b) his membership on the Board, which will continue through the date of the Company’s 2022 annual meeting of stockholders. Executive agrees to execute such documentation as may be reasonably required to effectuate the resignations detailed in the immediately preceding sentence.

2. Retirement Benefits. Subject to (x) Executive’s continued employment through the Termination Date, (y) Executive’s execution of a release in the form attached as Exhibit A to this Agreement (the “Release”) within 21 calendar days following the Termination Date, and the non-revocation of the Release during the seven-day period following execution of the Release (together, the “Release Conditions”) and (z) Executive’s compliance with any applicable restrictive covenants, upon the termination of Executive’s employment with the Company, Executive shall be entitled to the following rights and employment termination benefits:

a. *Company Long-Term Incentive Awards.*

i. Any unvested Company restricted stock units and any unvested Company stock options held by Executive will continue to vest on their regular vesting schedule subject to Executive refraining from competing with the Company during such vesting period.

ii. Vested Company stock options (including those that vest pursuant to this Agreement) granted prior to 2017 will remain exercisable until the end of their term and vested Company stock options (including those that vest pursuant to this Agreement) granted in 2017 or thereafter will remain exercisable until the earlier of July 1, 2024 and the expiration of the term of the applicable stock option.

iii. A pro-rata portion of any Company performance stock units held by Executive that are outstanding as of the Termination Date shall remain eligible to vest based on actual performance through the applicable performance period, with pro-rata based on (A) the number of days that Executive is employed with the Company during the applicable performance period relative to (B) the total number of days in the performance period, with the number of days referred to in clause (A) calculated as though Executive remained employed through December 31, 2021.

b. *Pro-Rata Bonus.* No later than March 15, 2022, the Company shall pay to Executive a pro-rata bonus in respect of calendar year 2021, based on the Company's actual performance, pro-rated for the period of time from and including January 1, 2021 through and including July 1, 2021.

3. *Compensation for Board Service.* Consistent with the Company's director compensation program for non-employee directors, Executive will receive an annual cash retainer of \$100,000, an award of fully vested shares of Company common stock having a grant date value of \$145,000 and an annual retainer of \$110,000 in respect of Executive's service as non-executive Chairman of the Board for the period from July 1, 2021 through December 31, 2021. The stock retainer will be granted as soon as reasonably practicable after July 1, 2021 and the cash retainers will be paid in accordance with the Company's normal practice regarding payment of director retainers.

4. Accrued Obligations. No later than August 1, 2021, the Company will pay to Executive a lump sum amount equal to Executive's accrued and unused vacation as of June 30, 2021, less applicable tax withholdings and any then incurred expenses that have not then been reimbursed in accordance with Company policy. Executive shall also be entitled to his accrued vested benefits under the Company's compensation and benefits plans, including, without limitation, his accrued vested benefits pursuant to the Company's supplemental employee retirement plan, payable in accordance with the terms of such plans and in compliance with section 409A of the Internal Revenue Code of 1986, as amended.

5. Full Settlement; No Obligation to Mitigate; Effect of Certain Terminations of Employment; Indemnification/D&O Coverage.
  - a. *Full Settlement.* Executive agrees that the payments and benefits contemplated by Sections 2 and 3 of this Agreement shall be in full satisfaction of any rights and benefits due to Executive upon a termination of Executive's employment with the Company. Executive acknowledges that the payments and benefits to which he becomes entitled pursuant to Sections 2 and 3 of this Agreement shall not be considered in determining his benefits under any plan, agreement, policy or arrangement of the Company unless otherwise required thereunder.
  - b. *No Obligation to Mitigate.* In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement, and such amounts shall not be reduced whether or not Executive obtains other employment.
  - c. *Indemnification/D&O.* Executive shall continue to be indemnified by the Company to the maximum extent permitted by applicable law and by the Company's by-laws and shall continue to be covered as an officer and as a director of the Company under the Company's applicable directors' and officers' or other third party liability insurance, including any "tail" coverage following termination of his employment.
6. Tax Withholding. All payments and benefits provided to Executive under this Agreement will be less applicable withholdings for federal, state and local taxes.
7. Press Release. The Company and Executive shall jointly agree in good faith on the terms of a press release or other public filing describing the arrangements provided herein.
8. Entire Agreement. This Agreement and the Release constitute the entire agreement between the parties with respect to the subject matter hereof (other than with respect to any equity- cash-based incentive awards referenced herein), and supersede any and all prior agreements or understandings between the parties arising out of or relating to Executive's employment and the cessation thereof.
9. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to the conflicts of law principles thereof. Any disputes regarding this Agreement shall be brought only in the Delaware Chancery Court in Wilmington, Delaware or the US District Court for the District of Delaware.
10. Severability of Provisions. Each of the sections contained in this Agreement shall be enforceable independently of every other section in this Agreement, and the invalidity or nonenforceability of any section shall not invalidate or render unenforceable any other section contained in this Agreement.
11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company, including as a result of a merger or sale of all or substantially all of the Company's assets or similar corporate transaction. This

Agreement shall not be assignable by Executive. If Executive shall die before all the payments required by this Agreement to be made to Executive have been made, then all remaining payments shall be made to Executive's estate or such person or trust as Executive shall designate.

12. Waivers. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

13. Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Executive and the Company.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be one and the same instrument.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE CHEMOURS COMPANY**

By: /s/ David C. Shelton  
Name: David C. Shelton  
Title: Senior Vice-President, General Counsel  
& Corporate Secretary

/s/ Mark P. Vergnano  
Mark P. Vergnano

[Signature Page to Employment Transition Agreement]

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## EXHIBIT A

**THIS RELEASE** (this “Release”) is entered into between Mark P. Vergnano (“Executive”) and The Chemours Company (the “Company”), for the benefit of the Company. Reference is made to the Employment Transition Agreement (the “ETA”), dated June 2, 2021, by and between the Company and Executive. Capitalized terms used and not defined herein shall have the meanings provided in the ETA. The entering into and non-revocation of this Release is a condition to Executive’s right to receive the payments and benefits described in Section 2 of the ETA (the “Retirement Benefits”).

Accordingly, Executive and the Company agree as follows:

1. In consideration for the Retirement Benefits, to which Executive is not otherwise fully entitled, and the sufficiency of which Executive acknowledges, Executive represents and agrees, as follows:

(a) Executive, for himself, his heirs, administrators, representatives, executors, successors and assigns (collectively “Releasers”), hereby irrevocably and unconditionally releases, acquits and forever discharges and agrees not to sue the Company or any of its parents, subsidiaries, divisions, affiliates and related entities and their current and former directors, officers, and, in their official capacities as such, shareholders, trustees, employees, consultants, independent contractors, representatives, agents, servants, successors and assigns and all persons acting by, through or under or in concert with any of them (collectively “Releasees”), from all claims, rights and liabilities up to and including the date of this Release arising from or relating to Executive’s employment with (including service as a director), or termination of employment from (including termination of service as a director), the Company and its subsidiaries and affiliates, and from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of actions, suits, rights, demands, costs, losses, debts and expenses in connection with Executive’s service as a director of the Company and Executive’s employment and termination of employment with the Company and its subsidiaries, known or unknown, suspected or unsuspected and any claims of wrongful discharge, breach of contract, implied contract, promissory estoppel, defamation, slander, libel, tortious conduct, employment discrimination or claims under any federal, state or local employment statute, law, order or ordinance, including any rights or claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et seq. (“ADEA”), the Americans with Disabilities Act of 1990, as amended, the Family Medical Leave Act of 1993, as amended, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, the Worker Adjustment and Retraining Notification Act of 1988, as amended. Nothing contained herein shall restrict the parties’ rights to enforce the terms of this Release.

(b) To the maximum extent permitted by law, Executive agrees that he has not filed, nor will he ever file, a lawsuit asserting any claims which are released by this Release, or to accept any benefit from any lawsuit which might be filed by another

person or government entity based in whole or in part on any event, act, or omission which is the subject of this Release.

(c) This Release specifically excludes (i) Executive's rights and the Company's obligations under the ETA, (ii) Executive's rights as a stockholder or equity award holder of the Company, (iii) claims which may not be released under applicable law, (iv) Executive's rights to vested accrued compensation and benefits under the Company's applicable plans and arrangements, and (v) any indemnification or directors' and officers' liability insurance or similar rights the Executive has as a current or former officer or director of the Company. Nothing contained in this Release shall release Executive from his obligations under the ETA that continue or are to be performed following Executive's termination of employment with the Company, and Executive acknowledges that the Company will have available to it all remedies at law and at equity, including injunctive relief, in the event that Executive breaches any of his obligations under the ETA or this Release. The covenants, representations and acknowledgments made by Executive in this Release shall continue to have full force and effect after the execution and effectiveness of this Release and the delivery of the Retirement Benefits, and this Release shall inure to the benefit of each Releasee, and the successors and assigns of each of them, to the extent necessary to preserve the intended benefits of such provisions.

(d) The parties agree that this Release shall not affect the rights and responsibilities of the US Equal Employment Opportunity Commission (hereinafter "EEOC") to enforce ADEA and other laws. In addition, the parties agree that this Release shall not be used to justify interfering with Executive's protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC, the Securities and Exchange Commission ("SEC") or other government agency to the extent he is permitted to do so by applicable law or making other disclosures that are protected under whistleblower provisions of federal law or regulation, in each case without the necessity of prior authorization from the Company or the need to notify the Company that he has done so. The parties further agree that Executive knowingly and voluntarily waives all rights or claims (that arose prior to Executive's execution of this Release) the Releasers may have against the Releasees, or any of them, to receive any benefit or remedial relief (including, but not limited to, reinstatement, back pay, front pay, damages, attorneys' fees, experts' fees) as a consequence of any investigation or proceeding conducted by the EEOC.

2. Executive acknowledges that the Company has specifically advised him of the right to seek the advice of an attorney concerning the terms and conditions of this Release. Executive further acknowledges that he has been furnished with a copy of this Release, and he has been afforded twenty-one (21) calendar days in which to consider the terms and conditions set forth above prior to this Release. By executing this Release, Executive affirmatively states that he has had sufficient and reasonable time to review this Release and to consult with an attorney concerning his legal rights prior to the final execution of this Release. Executive further agrees that he has carefully read this Release and fully understands its terms. Executive acknowledges that he has entered into this Release, knowingly, freely and voluntarily. Executive

understands that he may revoke this Release within seven (7) calendar days after signing this Release. Revocation of this Release must be made in writing and must be received by [\_\_\_\_] at the Company, [COMPANY ADDRESS], within the time period set forth above.

3. This Release covers both claims that Executive knows about and those Executive may not know about. Executive expressly waives all rights afforded by any statute which limits the effect of a release with respect to unknown claims. Executive understands the significance of Executive's release of unknown claims and Executive's waiver of statutory protection against a release of unknown claims.

4. This Release will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicting provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Delaware to be applied. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply. The provisions of this Release are severable, and if any part or portion of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

5. This Release shall become effective and enforceable on the eighth day following its execution by Executive, provided he does not exercise his right of revocation as described above. If Executive fails to sign and deliver this Release or revokes his signature, this Release will be without force or effect, and Executive shall not be entitled to the Retirement Benefits.

Date: June 2, 2021

/s/ Mark P. Vergnano  
Mark P. Vergnano



## **Chemours Announces Appointment of Mark Newman as President and Chief Executive Officer of the Company**

- o *Current Chief Executive Officer Mark Vergnano to become Chairman of the Board of Directors*
- o *Current Chairman of the Board Richard H. Brown announces planned retirement.*
- o *Director Dawn Farrell to become Lead Independent Director*
- o *All appointments to be effective July 1, 2021*

WILMINGTON, Del., June 3, 2021 -- The Chemours Company (Chemours) (NYSE: CC), a global chemistry company with leading market positions in Titanium Technologies, Thermal & Specialized Solutions, Advanced Performance Materials, and Chemical Solutions, today announces a series of leadership transitions effective July 1, 2021.

Mark Newman, the company's current Chief Operating Officer, will become President and Chief Executive Officer of Chemours, succeeding Mark Vergnano, who has served as President and Chief Executive Officer since the company's founding in 2015. Mr. Vergnano will be retiring from the company and assume the position of non-executive Chairman of the company's Board of Directors for the balance of 2021, assuring an effective transition of leadership to Mr. Newman. In this role he succeeds Richard H. Brown, current Chairman of the Board, who has announced his intention to retire after leading the Board of Directors for the last six years. With these changes, Dawn Farrell, who has served on the Board of Directors since the company's founding and is a member of the Audit Committee and Compensation Committee, will become the company's Lead Independent Director.

"I am honored and excited by the opportunity to lead Chemours," commented Mr. Newman. "This is a tremendously strong company that is poised for continued growth. We have an unparalleled workforce of 6,500 people who are committed to responsibly meeting the demands of our changing world with our chemistry and products that enable modern life. This exciting moment would not have been possible without the hard work of our people, the collaborative relationships that we have with our customers, and the leadership of Mark Vergnano. I have worked beside Mark for the last six years, and I personally understand how significant his contributions have been. His dedicated leadership of the business and the passion with which he lives our Chemours values provide an example for all of us. I am delighted that Mark will remain part of Chemours and look forward to working with him as Board Chairman."

"Leading Chemours and its people since the company's founding has been an absolute honor and privilege," said Mr. Vergnano. "I am immensely proud of what we have achieved in establishing and then transforming ourselves into the solid company we are today. As an innovator and an industry leader in a continuously changing world, there is so much more ahead for us to achieve. Building on our firm foundation, Chemours has a bright future with strong growth opportunities, and no one is better suited to lead us into this future than Mark Newman. Mark has been a true partner in everything we've accomplished since day one, first as Chief Financial Officer and then as Chief Operating Officer. He is an unwavering champion for our people, dedicated to meeting and exceeding the needs of our customers, and committed to upholding the values that anchor our company. I could not be more confident in Mark and look forward to continuing to work with him in my new role. I am taking the reins from Dick Brown, who has been an exemplary leader, a mentor, teacher, and a true friend. I am grateful for all he has done for me and for Chemours."



Mr. Brown added, "It has been an honor to be part of a new company the caliber of Chemours and serve as Chairman of the Board of Directors for six years. I am very thankful for the relationships that I have formed throughout my time at the company and look forward to remaining connected to the Chemours family. As I reflect on this well thought out transition, I am confident that Mark Newman will lead the company effectively into its next phase of growth given his track record as a leader. Mark Vergnano will be a distinguished Chairman of the Board of Directors and Dawn Farrell will be an unwavering champion for investor interests as Lead Independent Director. Both Mark and Dawn will provide relentless dedication to all the company's stakeholders."

A video message from Mark Vergnano and Mark Newman is available on the [Chemours Investor Relations website](#).

**Mark Newman** joined Chemours in 2014 as Senior Vice President and Chief Financial Officer. He was instrumental in the launch of Chemours as a stand-alone, publicly traded company and helped transform a portfolio of businesses into a focused and profitable company. In 2019, Mr. Newman was appointed Chief Operating Officer with responsibility over the company's global commercial businesses. He oversaw the recent evolution of the former Fluoroproducts business into two reportable segments: Thermal & Specialized Solutions and Advanced Performance Materials. Throughout 2020, he also chaired the company's Crisis Leadership Team which oversaw the company's global response to the COVID-19 pandemic. Mr. Newman is the executive sponsor of the Chemours Diversity and Inclusion Council, the group charged with improving the company's overall inclusion and diversity approach to talent acquisition and development, company culture, and community engagement. Prior to joining Chemours, Mr. Newman was Senior Vice President and Chief Financial Officer of SunCoke Energy, where he oversaw strategy, business development, and information technology. He also served in a number of senior operating and finance leadership roles in the United States and China, primarily with General Motors Corporation, where he began his career in 1986. Mr. Newman received his Bachelor of Applied Science degree in Mechanical Engineering from the University of Waterloo in Waterloo, Ontario, Canada, and earned his Master of Business Administration from the Richard Ivey Business School at the University of Western Ontario.

**Mark Vergnano** is an accessible and collaborative leader with over 40 years of experience in the chemicals sector. He began his career at DuPont in 1980 as a process engineer and held various leadership positions before being named the first President and Chief Executive Officer of Chemours prior to its establishment as an independent company in 2015. He is the past Chairman of the Board of the American Chemistry Council and Co-Chair of its Sustainability Committee. He is the past Chairman of the Board and member of the National Safety Council. Mr. Vergnano serves as Chairman of the Future of STEM Scholars Initiative which he helped to create in 2020 and is the primary benefactor of the newly formed Vergnano Institute for Inclusion at his alma mater, the University of Connecticut. He continues to serve on the Board of Directors for Johnson Controls International.

**Dawn Farrell** is a retired energy industry executive and the past President and CEO of TransAlta Corporation. She spent much of her 35-year career in various leadership positions with TransAlta and BC Hydro. She is a past member of the board of directors of the Business Council of Canada, the Conference Board of Canada, and Alberta Business Council.



### About The Chemours Company

The Chemours Company (Chemours or the Company) (NYSE: CC) is a global leader in Titanium Technologies, Thermal & Specialized Solutions, Advanced Performance Materials, and Chemical Solutions providing its customers with solutions in a wide range of industries with market-defining products, application expertise and chemistry-based innovations. We deliver customized solutions with a wide range of industrial and specialty chemicals products for markets, including coatings, plastics, refrigeration, and air conditioning, transportation, semiconductor and consumer electronics, general industrial, mining and oil and gas. Our flagship products include prominent brands such as Ti-Pure™, Opteon™, Freon™, Nafion™, Krytox™, Teflon™, and Viton™. In 2019, Chemours was named to Newsweek's list of America's Most Responsible Companies. The company has approximately 6,500 employees and 30 manufacturing sites serving approximately 3,300 customers in approximately 120 countries. Chemours is headquartered in Wilmington, Delaware and is listed on the NYSE under the symbol CC.

For more information, we invite you to visit [chemours.com](https://chemours.com) or follow us on Twitter [@Chemours](https://twitter.com/Chemours) or [LinkedIn](https://www.linkedin.com/company/chemours).



### Forward-Looking Statements

This press release contains forward-looking statements, within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, which involve risks and uncertainties. Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to a historical or current fact. The words "believe," "expect," "will," "anticipate," "plan," "estimate," "target," "project" and similar expressions, among others, generally identify "forward-looking statements," which speak only as of the date such statements were made. These forward-looking statements may address, among other things, the outcome or resolution of any pending or future environmental liabilities, the commencement, outcome or resolution of any regulatory inquiry, investigation or proceeding, the initiation, outcome or settlement of any litigation, changes in environmental regulations in the U.S. or other jurisdictions that affect demand for or adoption of our products, anticipated future operating and financial performance for our segments individually and our company as a whole, business plans, prospects, targets, goals and commitments, capital investments and projects and target capital expenditures, plans for dividends or share repurchases, sufficiency or longevity of intellectual property protection, cost reductions or savings targets, plans to increase profitability and growth, our ability to make acquisitions, integrate acquired businesses or assets into our operations, and achieve anticipated synergies or cost savings, all of which are subject to substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Forward-looking statements are based on certain assumptions and expectations of future events that may not be accurate or realized. These statements are not guarantees of future performance. Forward-looking statements also involve risks and uncertainties that are beyond Chemours' control. In addition, the current COVID-19 pandemic has significantly impacted the national and global economy and commodity and financial markets, which has had and we expect will continue to have a negative impact on our financial results. The full extent and impact of the pandemic is unknown and to date has included extreme volatility in financial and commodity markets, a significant slowdown in economic activity, and increased predictions of a global recession. The public and private sector response has led to significant restrictions on travel, temporary business closures, quarantines, stock market volatility, and a general reduction in consumer and commercial activity globally. Matters outside our control have affected our business and operations and may or may continue to limit travel of employees to our business units domestically and internationally, adversely affect the health and welfare of our personnel, significantly reduce the demand for our products, hinder our ability to provide goods and services to customers, cause disruptions in our supply chains, adversely affect our business partners or cause other unpredictable events. Additionally, there may be other risks and uncertainties that Chemours is unable to identify at this time or that Chemours does not currently expect to have a material impact on its business. Factors that could cause or contribute to these differences include the risks, uncertainties and other factors discussed in our filings with the U.S. Securities and Exchange Commission, including in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 and in our Annual Report on Form 10-K for the year ended December 31, 2020. Chemours assumes no obligation to revise or update any forward-looking statement for any reason, except as required by law.

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