# 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**

**July 1, 2015 (June 26, 2015)**
**Date of Report (Date of Earliest Event Reported)**

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

| **Delaware** | **001-36794** | **46-4845564** |
|---|---|---|
| **(State or Other Jurisdiction Of Incorporation)** | **(Commission File Number)** | **(I.R.S. Employer Identification No.)** |

**1007 Market Street**
**Wilmington, Delaware, 19899**
**(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))

**Item 1.01. Entry Into a Material Definitive Agreement.**

**Agreements with E. I. du Pont de Nemours and Company**

Effective as of prior to the opening of trading on the New York Stock Exchange on July 1, 2015, E. I. du Pont de Nemours and Company ("DuPont"), completed the previously announced separation of the businesses comprising DuPont's Performance Chemicals reporting segment, and certain other assets and liabilities, into a separate and distinct public company by way of a distribution of all of the then outstanding shares of common stock of The Chemours Company ("Chemours") through a dividend in-kind of the Chemours' common stock par value $0.01 to holders of DuPont common stock par value $0.30 as of the close of business on June 23, 2015 (the "Record Date") (the entire transaction being the "Separation"). In connection with the Separation, Chemours entered into certain agreements with DuPont on June 26, 2015, including the following:

- Separation Agreement
- Second Amended and Restated Transition Services Agreement
- Tax Matters Agreement
- Employee Matters Agreement
- Third Amended and Restated Intellectual Property Cross-License Agreement

The summary of each of the foregoing agreements can be found in the section of the Information Statement filed as Exhibit 99.1 to Amendment No. 4 to Chemours' Registration Statement on Form 10, filed with the Securities and Exchange Commission on June 5, 2015 (File No. 001-36794) (the "Information Statement"), entitled "Our Relationship with DuPont Following the Distribution," and is incorporated herein by reference. In addition, the descriptions of the foregoing agreements are qualified in their entirety by reference to the complete terms and conditions of those agreements, which are attached as Exhibits 2.1 and 10.1 through 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

**Adoption of Retirement Savings Restoration Plan**

The Chemours Company Retirement Savings Restoration Plan ("RSRP") was adopted to restore company contributions that would be lost due to Internal Revenue Code limits on compensation that can be taken into account under Chemours' tax-qualified 401(k) savings plan. Under the RSRP, certain employees of Chemours (including the named executive officers) may elect to defer eligible compensation (generally, base salary plus payments under the short term incentive plan) that exceeds the applicable Internal Revenue Code limit ($265,000 in 2015) in increments of 1% up to 6%. Chemours will match participant contributions on a dollar-for-dollar basis up to 6% of eligible pay. Chemours will also credit an additional 3% of eligible compensation on an annual basis, and for so long as it makes "transition contributions" under its 401(k) plan, Chemours will also credit so much of such transition contribution as could not be made under the 401(k) plan by reason of the Internal Revenue Code compensation limit. Participant investment options under the RSRP mirror the options available under the 401(k) plan. Distributions may be made in the form of a lump sum or annual installments after separation from service. The description set forth here is qualified in its entirety by reference to the full text of The Chemours Company Retirement Savings Restoration Plan, which is attached hereto as Exhibit 10.5.

**Item 5.01. Changes in Control of Registrant.**

Immediately prior to the Separation, Chemours was a 100% owned subsidiary of DuPont. Following completion of the Separation, Chemours is an independent, publicly traded company, and DuPont retains no ownership interest in Chemours. The description of the Separation included under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 5.01 by reference.

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

**Appointment and Resignation of Directors**

On June 17, 2015, when Chemours' Registration Statement on Form 10, initially filed with the Securities and Exchange Commission ("SEC") on December 18, 2014, as amended, was declared effective, the members of the Board of Directors of Chemours (the "Board") consisted of Michael Heffernan, Nigel Pond and Steven Zelac. On June 19, 2015, Curtis J. Crawford was appointed to (and remains on) the Board and the audit committee.

In connection with the Separation, on July 1, 2015, effective immediately prior to the Separation, the size of the Board was expanded from four to eight and Michael Heffernan, Nigel Pond and Steven Zelac resigned from the Board (the "Resignations"). Effective immediately prior to the Separation and immediately after the expansion in the size of the Board and the Resignations, and to fill the vacancies created thereby, Curtis V. Anastasio, Bradley J. Bell, Richard H. Brown, Mary B. Cranston, Dawn L. Farrell, Stephen D. Newlin and Mark P. Vergnano were appointed to the Board. Effective as of his appointment to the Board, Richard H. Brown was appointed to serve as Chair of the Board.

Biographical information for each member of the Board can be found in the Chemours Information Statement under the section entitled "Management – Board of Directors Following the Distribution" which section is incorporated by reference into this Item 5.02.

The Board of Chemours is currently constituted into three classes, as follows:

- Class I: Bradley J. Bell and Mary B. Cranston serve in the first class of directors of the Board whose terms expire at the first annual meeting of Chemours' stockholders following the Separation;
- Class II: Curtis V. Anastasio, Dawn L. Farrell and Stephen D. Newlin serve in the second class of directors of the Board whose terms expire at the second annual meeting of the Chemours' stockholders following the Separation; and
- Class III: Richard H. Brown, Curtis J. Crawford and Mark P. Vergnano serve in the third class of directors of the Board whose terms expire at the third annual meeting of Chemours' stockholders following the Separation.

Also, in connection with the Separation, effective July 1, 2015:

- Mr. Bell, Mr. Anastasio and Ms. Cranston were appointed as members of the Audit Committee of the Board. Mr. Crawford had already been appointed to serve as a member of the Audit Committee of the Board effective June 19, 2015, and will continue to serve in that capacity. Mr. Bell was appointed the Chair of the Audit Committee. The Board has determined that each of Mr. Bell, Mr. Crawford, Mr. Anastasio and Ms. Cranston are independent under SEC rules and New York Stock Exchange ("NYSE") listing standards, are financially literate under NYSE listing standards applicable to audit committee members and that each qualifies as an "audit committee financial expert" for purposes of the rules of the SEC.
- Mr. Crawford, Mr. Anastasio, Mr. Newlin and Ms. Farrell, each of whom has been determined by the Board to be independent under NYSE listing standards, were appointed as members of the Nominating and Corporate Governance Committee of the Board. Mr. Crawford was appointed the Chair of the Nominating and Corporate Governance Committee.
- Mr. Newlin, Mr. Bell, Ms. Farrell and Ms. Cranston, each of whom has been determined by the Board to be independent under SEC rules and NYSE listing standards applicable to compensation committee members, were appointed as members of the Compensation Committee of the Board. Mr. Newlin was appointed the Chair of the Compensation Committee.

Each of the non-employee directors of Chemours will receive compensation for their service as a director or committee member in accordance with plans and programs more fully described in the Information Statement under the heading "Management – Director Compensation," which is incorporated by reference into this Item 5.02.

There are no arrangements or understandings between any of the individuals listed above and any other person pursuant to which such individuals were selected as directors. There are no transactions involving any of the individuals listed above that would be required to be reported under Item 404(a) of Regulation S-K.

**Appointment of Executive Officers**

In connection with the Separation, on July 1, 2015, the following individuals became executive officers of Chemours as set forth in the table below:

| Name | Position |
|---|---|
| Mark P. Vergnano | President and Chief Executive Officer |
| E. Bryan Snell | President — Titanium Technologies |
| Thierry F.J. Vanlancker | President — Fluoroproducts |
| Christian W. Siemer | President — Chemical Solutions |
| David C. Shelton | Corporate Secretary |
| Beth Albright | Senior Vice President Human Resources |
| Erich Parker | Vice President of Corporate Communications and Chief Brand Officer |

Mark E. Newman was previously appointed as Senior Vice President and Chief Financial Officer of Chemours and Mr. Shelton was previously appointed as General Counsel of Chemours.

Biographical information on each of the executive officers can be found in the Information Statement under the section entitled “Management—Executive Officers Following the Distribution,” which is incorporated by reference into this Item 5.02.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year**

Effective as of June 29, 2015, the certificate of incorporation of Chemours was amended and restated (the “Amended and Restated Certificate of Incorporation”). Effective as of July 1, 2015, immediately prior to the Separation, the bylaws of Chemours were amended and restated (the “Amended and Restated By-Laws”). A description of the material provisions of the Amended and Restated Certificate of Incorporation and the Amended and Restated By-Laws can be found in the Information Statement under the section entitled “Description of Our Capital Stock,” which is incorporated by reference into this Item 5.03. The description set forth under this Item 5.03 is qualified in its entirety by reference to the full text of the Amended and Restated Certificate of Incorporation and the Amended and Restated By-Laws, which are attached hereto as Exhibits 3.1 and 3.2, respectively.

**Item 5.05. Amendments to the Registrant’s Code of Ethics, or Waiver of a Provision of the Code of Ethics**

In connection with the Separation, the Board adopted a Company Code of Conduct, a Code of Business Conduct and Ethics for the Board of Directors and a Code of Ethics for the Chief Executive Officer, Chief Financial Officer and Controller. A copy of each is available under the Investor Relations section of Chemours website at www.chemours.com.

**Item 8.01. Other Events**

On July 1, 2015, Chemours issued a press release announcing the completion of the Separation and the start of its operations as an independent company. A copy of the press release is attached hereto as Exhibit 99.1.

In connection with the Separation, the Board adopted Corporate Governance Guidelines. A copy of which is available under the Investor Relations section of Chemours website at www.chemours.com.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| Exhibit Number | Exhibit Description |
|---|---|
| 2.1* | Separation Agreement by and between E. I. du Pont de Nemours and Company and The Chemours Company. |
| 3.1 | Amended and Restated Certificate of Incorporation of The Chemours Company. |
| 3.2 | Amended and Restated By-Laws of The Chemours Company. |

| Exhibit Number | Exhibit Description |
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| 10.1* | Second Amended and Restated Transition Services Agreement by and between E. I. du Pont de Nemours and Company and The Chemours Company. |
| 10.2 | Tax Matters Agreement by and between E. I. du Pont de Nemours and Company and The Chemours Company. |
| 10.3* | Employee Matters Agreement by and between E. I. du Pont de Nemours and Company and The Chemours Company. |
| 10.4* | Third Amended and Restated Intellectual Property Cross-License Agreement by and among E. I. du Pont de Nemours and Company, The Chemours Company FC, LLC and The Chemours Company TT, LLC. |
| 10.5 | The Chemours Company Retirement Savings Restoration Plan. |
| 99.1 | Press Release of The Chemours Company, dated July 1, 2015 |

* The Chemours Company hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to such agreement to the U.S. Securities and Exchange Commission upon request.

**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.

July 1, 2015

THE CHEMOURS COMPANY

By: /s/ Mark E. Newman
Senior Vice President and Chief Financial Officer

## EXHIBIT INDEX

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**Exhibit 2.1**

EXECUTION VERSION

# SEPARATION AGREEMENT

by and between

E. I. DU PONT DE NEMOURS AND COMPANY

and

THE CHEMOURS COMPANY

Dated as of June 26, 2015

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**List of Exhibits**

## Index of Defined Terms

**SEPARATION AGREEMENT**

This SEPARATION AGREEMENT (this "Agreement"), dated as of June 26, 2015, is entered into by and between E. I. du Pont de Nemours and Company ("DuPont"), a Delaware corporation, and The Chemours Company ("Chemours"), a Delaware corporation and a wholly owned subsidiary of DuPont. "Party" or "Parties" means DuPont or Chemours, individually or collectively, as the case may be. Capitalized terms used and not defined herein shall have the meaning set forth in Section 1.1.

W I T N E S S E T H:

WHEREAS, DuPont, acting through its direct and indirect Subsidiaries, currently conducts the DuPont Retained Business and the Chemours Business;

WHEREAS, the Board of Directors of DuPont (the "Board") has determined that it is appropriate, desirable and in the best interests of DuPont and its stockholders to separate DuPont into two separate, publicly traded companies, one for each of (i) the DuPont Retained Business, which shall be owned and conducted, directly or indirectly, by DuPont and its Subsidiaries and (ii) the Chemours Business, which shall be owned and conducted, directly or indirectly, by Chemours and its Subsidiaries;

WHEREAS, in order to effect such separation, the Board has determined that it is appropriate, desirable and in the best interests of DuPont and its stockholders for DuPont to undertake the Internal Reorganization and, in connection therewith, effect the Contribution to Chemours which, in exchange therefor, Chemours shall (i) issue to DuPont shares of Chemours Common Stock and certain Indebtedness incurred by Chemours in connection with the Chemours Financing Arrangements that qualifies as "securities" for the purposes of Section 361 of the Code, (the "Debt-for-Debt Indebtedness") and (ii) agree to pay DuPont the Chemours Financing Cash Distribution (as defined herein);

WHEREAS, following the Contribution, DuPont shall transfer the Debt-for-Debt Indebtedness to certain Persons (the "Debt-for-Debt Exchange Parties") in exchange for certain debt obligations of DuPont held by the Debt-for-Debt Exchange Parties as principals for their own account (the "Debt-for-Debt Exchange");

WHEREAS, following the Debt-for-Debt Exchange, the Debt-for-Debt Exchange Parties shall sell the Debt-for-Debt Indebtedness and Chemours shall sell the applicable Indebtedness incurred in the Chemours Financing Arrangements (other than the Debt-for-Debt Indebtedness);

WHEREAS, following the completion of the Internal Reorganization, the Debt-for-Debt Exchange, and the Chemours Financing Cash Distribution, DuPont shall cause the Distribution Agent to issue pro rata to the Record Holders pursuant to the Distribution Ratio, all of the issued and outstanding shares of Chemours Common Stock (such issuance, the "Distribution") on the terms and conditions set forth in this Agreement;

WHEREAS, (i) the Board has (x) determined that the Distribution and the other transactions contemplated by this Agreement and the Ancillary Agreements (as defined below) have a valid business purpose, are in furtherance of and consistent with its business strategy and are in the best interests of DuPont and its stockholders and (y) approved this Agreement and each of the Ancillary Agreements and (ii) the board of directors of Chemours has approved this Agreement and each of the Ancillary Agreements (to the extent Chemours is a party thereto);

WHEREAS, it is appropriate and desirable to set forth the principal corporate transactions required to effect the Distribution and certain other agreements relating to the relationship of DuPont and Chemours and their respective Subsidiaries following the Distribution;

WHEREAS, DuPont has received a private letter ruling from the U.S. Internal Revenue Service substantially to the effect that, among other things, the Contribution and the Distribution, taken together, will, based upon and subject to the assumptions, representations and qualifications set forth therein, qualify as a transaction that is tax-free for U.S. federal income tax purposes under Section 355 and Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, it is the intention of the Parties that the Contribution and the Distribution, taken together, will qualify as a transaction that is tax-free for U.S. federal income tax purposes under Section 355 and Section 368(a)(1)(D) of the Code; and

WHEREAS, this Agreement is intended to be a "plan of reorganization" within the meaning of Treas. Reg. Section 1.368-2(g).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

## ARTICLE I

## DEFINITIONS AND INTERPRETATION

Section 1.1 General. As used in this Agreement, the following terms shall have the following meanings:

(1) "Action" shall mean any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

(2) "Affiliate" shall mean, when used with respect to a specified Person and at a point in, or with respect to a period of, time, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person at such point in or during such period of time. For the purposes of this definition, "control", when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or member of its Group shall be deemed to be an Affiliate of another Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of DuPont or DuPont's stockholders prior to or, in case of DuPont's stockholders, after, the Effective Time.

(3) "Aircraft and Railcraft Surfaces" shall mean (a) Interior Laminations for Aircraft and Railcraft Surfaces and (b) Thermal Insulation Laminates and Blankets for use in Aircraft and Railcraft Surfaces.

(4) "Ancillary Agreements" shall mean the Transition Services Agreement, the IT TSA, the Employee Matters Agreement, the Tax Matters Agreement, the IP Cross License, the IP Assignment Agreements, the IT Asset License Agreement, the site services agreements, any Continuing Arrangements, any and all Conveyancing and Assumption Instruments and any other agreements to be entered into by and between any member of the DuPont Group, on one hand, and any member of the Chemours Group, on the other hand, at, prior to or after the Distribution in connection with the Distribution.

(5) "Asset Transferors" shall mean the entities transferring Assets to Chemours or DuPont, as the case may be, or one of their respective Subsidiaries in order to consummate the transactions contemplated hereby.

(6) "Assets" shall mean all rights (including Intellectual Property), title and ownership interests in and to all properties, claims, Contracts, businesses, or assets (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected on the books and records or financial statements of any Person. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes (including any Tax items, attributes or rights to receive any Tax Refunds (as defined in the Tax Matters Agreement)) shall not be treated as Assets.

(7) "Assume" shall have the meaning set forth in Section 2.2(c); and the terms "Assumed" and "Assumption" shall have their correlative meanings.

(8) "Backsheet" shall mean a sheet on the back side of a Photovoltaic Module (i.e., the side that does not face a light source), that may include one or more films or layers, and that acts as an electric insulator and protects the inner components of the Photovoltaic Module from the surrounding environment.

(9) "Business" shall mean the DuPont Retained Business or the Chemours Business, as applicable.

(10) "Business Day" shall mean any day other than Saturday or Sunday and any other day on which commercial banking institutions located in New York, New York are required, or authorized by Law, to remain closed.

(11) "Business Entity" shall mean any corporation, partnership, limited liability company, joint venture or other entity which may legally hold title to Assets.

(12) "Cash Adjustment" shall have the meaning set forth in Section 2.13(b)(vi)

(13) "Cash Equivalents" shall mean (i) cash and (ii) checks, certificates of deposit having a maturity of less than one year, money orders, marketable securities, money market funds, commercial paper, short-term instruments and other cash equivalents, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Entity, minus the amount of any outbound checks, plus the amount of any deposits in transit.

(14) "Chemoswed" shall mean consulting services for pharmaceutical manufacturers concerning producing active pharmaceutical ingredients throughout the development cycle including laboratory synthesis, scale up and commercial production.

(15) "Chemours Accounts Payable" shall mean will be the amount of accounts payable dollars in GCOAs 90231, 90232 and 90233 reported in the closing of DuPont GCAP for the Chemours FRB DU99250 as of June 30, 2015.

(16) "Chemours Accounts Receivable" shall mean the amount of accounts receivable dollars in GCOAs 70203, 1270, 1290 and 01200 reported in the closing of DuPont GCAP for the Chemours FRB DU99250 as of June 30, 2015.

(17) "Chemours Asset Transferee" shall mean any Business Entity that is a member of the Chemours Group or Chemours Subsidiary to which Chemours Assets shall be or have been transferred prior to the Effective Time by an Asset Transferor in order to consummate the transactions contemplated hereby.

(18) "Chemours Assets" shall mean, without duplication:

(i) all interests in the capital stock of, or any other equity interests in, the members of the Chemours Group held, directly or indirectly, by DuPont immediately prior to the Distribution (other than Chemours);

(ii) the Assets set forth on Schedule 1.1(18)(ii) (which for the avoidance of doubt is not a comprehensive listing of all Chemours Assets and is not intended to limit other clauses of this definition of "Chemours Assets")

(iii) any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets which have been or are to be Transferred, prior to the Distribution, to or retained, following the Contribution, by any member of the Chemours Group;

(iv) any and all Assets (other than Cash Equivalents, which shall be governed solely by Section 2.13) reflected on the Chemours Balance Sheet or the accounting records supporting such balance sheet and any Assets acquired by or for Chemours or any member of the Chemours Group subsequent to the date of the Chemours Balance Sheet which, had they been so acquired on or before such date and owned as of such date, would have been reflected on the Chemours Balance Sheet if prepared on a consistent basis, subject to any dispositions of any of such Assets subsequent to the date of the Chemours Balance Sheet;

(v) all rights, title and interest in and to the owned real property set forth on Schedule 1.1(18)(v), including all land and land improvements, structures, buildings and building improvements, other improvements and appurtenances located thereon (the "Chemours Owned Real Property");

(vi) all rights, title and interest in, and to and under the leases or subleases of the real property set forth on Schedule 1.1(18)(vi) including, to the extent provided for in the Chemours leases, any land and land improvements, structures, buildings and building improvements, other improvements and appurtenances (the "Chemours Leased Real Property");

(vii) all Contracts exclusively related to the Chemours Business and any rights or claims arising thereunder, including any Contracts set forth on Schedule 1.1(18)(vii);

(viii) Intellectual Property to the extent such Intellectual Property is set forth on Schedule 1.1(18)(viii) (the "Chemours Registered Intellectual Property");

(ix) the laboratory notebooks and laboratory reports set forth on Schedule 1.1(18)(ix) but only, in the event portions thereof are set for on such Schedule, such portions;

(x) the Plant Operating Documents to the extent owned by DuPont or its Affiliates and used exclusively with, and necessary for, operation of equipment, machinery and facilities included in the other clause of this definition of "Chemours Assets" in connection with the Chemours Business, provided that such equipment, machinery and facilities are located at the Relevant Sites as of the Distribution Date ("Chemours Plant Operating Documents");

(xi) the Engineering Models and Databases to the extent owned by DuPont or its Affiliates and used exclusively with, and necessary for, operation of equipment, machinery and facilities and unit operations included in the other clause of this definition of "Chemours Assets" in connection with the Chemours Business; provided that such equipment, machinery and facilities and/or unit operations are located at the Relevant Sites as of the Distribution Date ("Chemours Engineering Models and Databases");

(xii) the (A) Trademarks that are not subject to a registration or application and are exclusively used and exclusively held for use in the Chemours Business (excluding any DuPont Retained Names) ("Chemours Unregistered Trademarks"), and (B) the Copyrights that are not subject to a registration or application and are exclusively used and exclusively held for use in the Chemours Business ("Chemours Unregistered Copyrights");

(xiii) all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity and which relate exclusively to, or are used exclusively in, the Chemours Business;

(xiv) all Information (other than Intellectual Property, Plant Operating Documents, Engineering Models and Databases, and IT Assets) exclusively related to, or exclusively used in, the Chemours Business;

(xv) the IT Assets that (i) are listed on Schedule 1.1(18)(xv) or (ii) are exclusively used and exclusively held for use in the Chemours Business, excluding any Patents and Know-How contained, stored, represented or embodied therein and excluding Internet Protocol addresses ("Chemours IT Assets");

(xvi) subject to Article IX, any rights of any member of the Chemours Group under any Company Policies, including any rights thereunder arising after the Effective Time in respect of any Policies that are occurrence policies and all rights in the nature of insurance, indemnification or contribution; provided that ownership of the Company Policies shall remain with the DuPont Group; and

(xvii) all other Assets (other than any Assets relating to Intellectual Property, Chemours Owned Real Property, Chemours Leased Real Property, or Assets that are of the type that would be listed in clauses (v), (vi) and (viii) through (xv)) that are held by the Chemours Group or DuPont Group immediately prior to the Distribution and that are exclusively used and exclusively held for use in the Chemours Business as conducted immediately prior to the Distribution (the intention of this clause (xvii) is only to rectify an inadvertent omission of transfer or assignment of any Asset that, had the Parties given specific consideration to such Asset as of the date of this Agreement, would have otherwise been classified as a Chemours Asset based on the principles of this Section 1.1(18); provided that no Asset shall be a Chemours Asset solely as a result of this clause (xvii) unless a written claim with respect thereto is made by Chemours on or prior to the date that is 18 months after the Distribution).

Notwithstanding anything to the contrary herein, the Chemours Assets shall not include (i) any Assets that are expressly contemplated by this Agreement or by any Ancillary Agreement (or the Schedules hereto or thereto) as Assets to be retained by or Transferred to any member of the DuPont Group (including all DuPont Retained Assets), (ii) any Assets governed by the Tax Matters Agreement or (iii) any Assets that are expressly listed on Schedule 1.1(18).

(19) "Chemours Assumed Environmental Liabilities" shall mean the following:

(i) Any and all Environmental Liabilities relating to events, conduct, conditions or occurrences from before, on or after the Effective Time, relating to or associated with Chemours-Only Property;

(ii) Any and all Environmental Liabilities relating to events, conduct, conditions, or occurrences that arose on or before the Effective Time and are "primarily associated" with the Chemours Business, the Chemours Group or Chemours Discontinued Operations, in each case, relating to or associated with DuPont Group Real Property. Environmental Liabilities are "primarily associated" with the Chemours Business, the Chemours Group or Chemours Discontinued Operations if, considering the factors set forth on Schedule 1.1(19)(ii)(A), it is determined, in accordance with the following, that the share of liability that is attributable to the Chemours Business, the Chemours Group or Chemours Discontinued Operations, in the aggregate, is reasonably likely to be at least 50.1% of the total costs (including any related legal or other advisory fees and expenses) to resolve the liability. A non-exclusive list of currently known matters that fall within the scope of this subclause (ii) or subclause (iii), including the allocation of liability between the Chemours Group and the DuPont Group, is set forth on Schedule 1.1(19)(ii)(B). With respect to existing matters (as of the Effective Time) or new matters, in each case, that are not identified on Schedule 1.1(19)(ii)(B) but that fall either within the scope of this subclause (ii) or subclause (iii), the DuPont Group shall, in its reasonable determination, determine whether such Environmental Liabilities are primarily associated with the Chemours Business, the Chemours Group or Chemours Discontinued Operations. Such determinations may be challenged by the Chemours Group pursuant to the dispute resolution procedures set forth in Article VIII of this Agreement. The burden of proof to rebut such determination shall be borne by the Chemours Group. Responsibilities with respect to environmental matters concerning events, conduct, conditions or occurrences first arising after the Effective Time at the DuPont Group Landlord Properties shall be governed by the leases and other applicable agreements entered into by the a member of Chemours Group, on the one hand, and a member of the DuPont Group, on the other hand, with respect to such properties. For the avoidance of doubt, any allocation of liability set forth on Schedule 1.1(19)(ii)(B) shall be deemed to be finally determined in accordance with the allocation reflected on such Schedule and the Parties agree not to, and agree to cause the respective members of the DuPont Group and the Chemours Group, as applicable, not to, bring any Action challenging any such allocation thereunder or assert any right to dispute resolution under Article VIII of this Agreement with respect thereto.

(iii) The share of Environmental Liabilities relating to events, conduct, conditions, or occurrences that arose on or before the Effective Time, relating to or associated with DuPont Group Real Property, that are attributable in part, but are not primarily associated with, the Chemours Business, the Chemours Group or Chemours Discontinued Operations. A non-exclusive list of currently known matters that fall within the scope of this subclause, including the allocation of liability between the Chemours Group and the DuPont Group, is set forth on Schedule 1.1(19)(ii)(B);

(iv) Any and all Environmental Liabilities relating to events, conduct, conditions or occurrences from before, on or after the Effective Time, with respect to the Chemours Business, the Chemours Group or Chemours Discontinued Operations, in each case, relating to or associated with Chemours Group Landlord Property;

(v) Any and all Remediation Liabilities and Hazardous Substance Damage Liabilities relating to events, conduct, conditions or occurrences that arose on or before the Effective Time, in each case, relating to or associated with Chemours Group Landlord Property, and arising from the operations or activities of the DuPont Group or any other Person (excluding the Chemours Group, which shall be covered in subclause (iv)), at such properties; and any Environmental Compliance Liabilities at such properties that relate to DuPont Group operations or activities that have been discontinued before the Effective Time or that relate to the operations or activities of any other Person before the Effective Time. For purposes of clarification, Chemours Assumed Environmental Liabilities do not include any Environmental Compliance Liabilities, relating to conduct that arose on or before the Effective Time, arising out of or in connection with the specific operations and activities of the DuPont Group that will continue at such properties after the Effective Time. A non-exclusive list of currently known matters that are Chemours Assumed Environmental Liabilities that fall within the scope of subclause (iv) or (v) is set forth on Schedule 1.1(19)(v). Responsibilities with respect to environmental matters concerning events, conduct, conditions or conditions first arising after the Effective Time shall be governed by the leases and other applicable agreements entered into by the a member of Chemours Group, on the one hand, and a member of the DuPont Group, on the other hand, with respect to such properties;

(vi) Any and all Off-Site Environmental Liabilities arising out of or in connection with or relating to disposal, recycling, reclamation, treatment or storage of Hazardous Substances, or the arrangement for same, from:

(A) Chemours-Only Property, whether or not the disposal or activity that is the source of the liability related to the Chemours Business, Chemours Group or Chemours Discontinued Operations;

(B) Chemours Group Landlord Property (with respect to such activities occurring before the Effective Time), whether or not the disposal or activity that is the source of the liability related to the Chemours Business, Chemours Group or Chemours Discontinued Operations;

(C) the Chemours Business, the Chemours Group or Chemours Discontinued Operations with respect to properties other than the Chemours-Only Property or the Chemours Group Landlord Property; and

(D) the DuPont Group (and its predecessors), where 50.1% or more of the Hazardous Substances (measured by volume, mass or other appropriate units as determined by DuPont in its sole discretion) at any particular Off-Site Location (with respect to activities occurring before the Effective Time) attributed to the DuPont Group and the Chemours Group (or their predecessors) collectively, is attributable to the Chemours-Only Property (subclause (vi)(A)), the Chemours Group Landlord Property (subclause (vi)(B)), the Chemours Business, the Chemours Group and/or Chemours Discontinued Operations (subclause (vi)(C)).

A non-exclusive list of currently known matters that fall within this subclause (vi) is set forth on Schedule 1.1(19)(vi);

(vii) Without limiting the foregoing, any and all Environmental Liabilities relating to events, conduct, conditions or occurrences from before, on or after the Effective Time, relating to the Chemours Business, Chemours Group or Chemours Discontinued Operations; and

(viii) Any agreement or operation of law pursuant to which the DuPont Group or the Chemours Group becomes liable for any of the foregoing, including as a successor-in-interest any agreements pursuant to which the DuPont Group or any predecessor has retained liability or provided an indemnification with respect to a counterparty, which liability would fall within the scope of any of the foregoing provisions as a Chemours Assumed Environmental Liability. A non-exclusive list of such agreements is set forth on Schedule 1.1(19)(viii).

(20) "Chemours Balance Sheet" shall mean the pro forma balance sheet of the Chemours Group, including the notes thereto, as of March 31, 2015, as included in the Information Statement.

(21) "Chemours Business" shall mean the performance chemicals segment, which includes its titanium technologies, fluoroproducts and chemical solutions businesses, of DuPont conducted by the Chemours Business Units and those Business Entities and businesses acquired, as such business is described in the Information Statement, or established by or for Chemours or any of its Subsidiaries after the Effective Time.

(22) "Chemours Business Unit" shall mean the business units set forth on Schedule 1.1(22).

(23) "Chemours Capital Expenditures" shall mean the amount of capital expenditures included in GCOA 70190 reported in the closing of DuPont GCAP for the Chemours FRB DU99250 during the six (6) months ended June 30, 2015.

(24) "Chemours Common Stock" shall mean the common stock of Chemours, par value $0.01 per share.

(25) "Chemours Disclosure" shall mean any form, statement, schedule or other material (other than the Distribution Disclosure Documents) filed with or furnished to the Commission, including in connection with Chemours' obligations under the Securities Act and the Exchange Act, any other Governmental Entity, or holders of any securities of any member of the Chemours Group, in each case, on or after the Distribution Date by or on behalf of any member of the Chemours Group in connection with the registration, sale, or distribution of securities or disclosure related thereto (including periodic disclosure obligations).

(26) "Chemours Discontinued Property" shall mean any real property that: (i) as of the Effective Time is not owned, leased or operated by the Chemours Group or the DuPont Group; (ii) was formerly owned, leased (in whole or in part) or otherwise operated by the Chemours Group or the DuPont Group or any predecessors thereto; and (iii) was primarily owned, leased or operated in connection with the Chemours Business or Chemours Discontinued Operations (as defined in subclause (vi) of clause (34) below). A non-exclusive list of Chemours Discontinued Property is set forth on Schedule 1.1(26).

(27) "Chemours Financing Arrangements" means the financing arrangements described on Schedule 1.1(27).

(28) "Chemours Financing Cash Distribution" means the cash distribution made from Chemours to DuPont in connection with the Chemours Financing Arrangements as further described on Schedule 1.1(28).

(29) "Chemours Fixed Cost Amount" shall mean the amount of "Business Period Costs" expensed in GCOA 70010 reported in the closing of DuPont GCAP for the Chemours FRB DU99250 during the six (6) months ended June 30, 2015.

(30) "Chemours Group" shall mean Chemours and each Person that is a direct or indirect Subsidiary of Chemours as of immediately prior to the Distribution (but after giving effect to the Internal Reorganization), and each Person that becomes a Subsidiary of Chemours after the Effective Time, and shall include the Chemours Business Units.

(31) "Chemours Group Landlord Property" shall mean Chemours Owned Real Property as to which the DuPont Group will enter into a lease or other agreement to conduct business operations after the Effective Time. A list of Chemours Group Landlord Property is set forth on Schedule 1.1(31).

(32) "Chemours Indemnitees" shall mean each member of the Chemours Group and each of their respective Affiliates from and after the Effective Time and each member of the Chemours Group's and such respective Affiliates' respective current, former and future directors, officers, employees and agents and each of the heirs, administrators, executors, successors and assigns of any of the foregoing.

(33) "Chemours Inventory" shall mean the amount of inventory dollars in GCOA 96065 reported in the closing of DuPont GCAP for the Chemours FRB DU99250 as of June 30, 2015.

(34) "Chemours Liabilities" shall mean any and all Liabilities relating (a) primarily to, arising primarily out of or resulting primarily from, the operation or conduct of the Chemours Business, as conducted at any time prior to, at or after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority) of the Chemours Group); (b) to the operation or conduct of any business conducted by any member of the Chemours Group at any time after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority) of the Chemours Group); (c) to any Chemours Business Units or relating to, arising out of, or resulting from any Chemours Asset, whether arising before, on or after the Effective Time; or (d) certain Liabilities set forth on the Schedules enumerated below or referred to in the defined terms contained in this Section 1.1(34), including:

(i) any and all Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement as Liabilities to be retained, assumed or retired by any member of the Chemours Group;

(ii) any and all Liabilities reflected on the Chemours Balance Sheet (other than liabilities related to the costs described in footnotes C, D and F therein, which were not liabilities of Chemours as of such date) or the accounting records supporting such balance sheet and any Liabilities incurred by or for Chemours or any member of the Chemours Group subsequent to the date of the Chemours Balance Sheet which, had they been so incurred on or before such date, would have been reflected on the Chemours Balance Sheet if prepared on a consistent basis, subject to any discharge of any of such Liabilities subsequent to the date of the Chemours Balance Sheet;

(iii) the liabilities set forth on Schedule 1.1(34)(iii);

(iv) any and all Liabilities to the extent relating to, arising out of, or resulting from, whether prior to, at or after the Effective Time, any infringement, misappropriation or other violation of any Intellectual Property of any other Person related to the conduct of the Chemours Business;

(v) any and all Chemours Assumed Environmental Liabilities;

(vi) any and all Liabilities relating to, arising out of or resulting from (A) the divisions, Subsidiaries, lines of business or investments set forth on Schedule 1.1(34)(vi) or (B) any operating group, business unit, operation, division, Subsidiary, line of business or investment of DuPont or any of its Subsidiaries primarily managed or otherwise operated at any time prior to the Effective Time by or on behalf of the Chemours Business or any Chemours Business Unit and sold, transferred or otherwise discontinued prior to the Effective Time (the entities, lines of business or investments in (A) and (B), each being a "Chemours Discontinued Operation");

(vii) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from (i) the Distribution Disclosure Documents, except to the extent specifically enumerated as a DuPont Liability on Schedule 1.1(34)(vii), and (ii) any Chemours Disclosure;

(viii) for the avoidance of doubt, any Liabilities relating primarily to, arising primarily out of or resulting primarily from, the operation or conduct of the Chemours Business by any Business Entity that is a DuPont Retained Business under this Agreement but has conducted the Chemours Business at any time prior to the Effective Time;

(ix) for the avoidance of doubt, and without limiting any other matters that may constitute Chemours Liabilities, any Liabilities primarily relating to, arising out of or resulting from any Action related to the Chemours Business or any Chemours Business Unit, including such Actions listed on Schedule 1.1(34)(ix);

(x) all Liabilities allocated to Chemours, as set forth in the site compliance plans agreed to with the Department of Homeland Security ("DHS"), regarding compliance with the Chemical Facility Anti-Terrorism Standards (CFATS; 6 CFR Part 27), as provided to Chemours as on or prior to the date hereof (the "CFATS Plans"); unless and except an alternative to any such CFATS Plans is otherwise agreed to by DHS subsequent to the date hereof; and

(xi) any and all other Liabilities (other than any Liabilities relating to Intellectual Property, Chemours Owned Real Property, or Chemours Leased Real Property) that are held by the Chemours Group or DuPont Group immediately prior to the Distribution that were inadvertently omitted or assigned that, had the parties given specific consideration to such Liability as of the date of this Agreement, would have otherwise been classified as a Chemours Liability based on the principles set forth in this Section 1.1(34); provided, that no Liability shall be a Chemours Liability solely as a result of this clause (xi) unless a claim with respect thereto is made by DuPont on or prior to the date that is 18 months after the Distribution).

Notwithstanding the foregoing, the Chemours Liabilities shall not include any Liabilities that are expressly (A) contemplated by this Agreement or by any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be Assumed by any member of the DuPont Group, including any Liabilities specified in the definition of DuPont Retained Liabilities or (B) discharged pursuant to Section 2.2(c) of this Agreement.

(35) "Chemours Manufacturing Asset" shall mean any Assets used by Chemours to maintain and operate Chemours operations at Chemours Manufacturing Sites.

(36) "Chemours Manufacturing Sites" are those sites set forth on Schedule 1.1(36).

(37) "Chemours-Only Property" shall mean: (i) Chemours Owned Real Property (excluding Chemours Group Landlord Property); (ii) Chemours Leased Real Property (excluding DuPont Group Landlord Property); and (iii) Chemours Discontinued Property.

(38) "Chemours Unregistered Intellectual Property" shall mean all Chemours Unregistered Copyrights, Chemours Unregistered Trademarks, Chemours Engineering Models and Databases, Chemours Plant Operating Documents and Chemours IT Assets, excluding, in each case, any such Assets that are expressly contemplated by an IP Assignment Agreement to be retained or otherwise not to be Transferred by any member of the DuPont Group.

(39) "Commission" shall mean the United States Securities and Exchange Commission.

(40) "Company Policies" shall mean only those Policies specifically identified on Schedule 1.1(40) hereto.

(41) "Confidential Information" shall mean all non-public, confidential or proprietary Information to the extent concerning a Party, its Group and/or its Subsidiaries or with respect to Chemours, the Chemours Business, any Chemours Assets or any Chemours Liabilities or with respect to DuPont, the DuPont Retained Business, any DuPont Retained Assets or any DuPont Liabilities, including any such Information that was acquired by any Party after the Effective Time pursuant to Article VII or otherwise in accordance with this Agreement, or that was provided to a Party by a third party in confidence, including (a) any and all technical information relating to the design, operation, testing, test results, development, and manufacture of any Party's product (including product specifications and documentation; engineering, design, and manufacturing drawings, diagrams, and illustrations; formulations and material specifications; laboratory studies and benchmark tests; quality assurance policies procedures and specifications; evaluation and/validation studies; assembly code, software, firmware, programming data, databases, and all information referred to in the same); product costs, margins and pricing; as well as product marketing studies and strategies; all other know-how, methodology, procedures, techniques and trade secrets related to research, engineering, development and manufacturing; (b) information, documents and materials relating to the Party's financial condition, management and other business conditions, prospects, plans, procedures, infrastructure, security, information technology procedures and systems, and other business or operational affairs; (c) pending unpublished patent applications and trade secrets; and (d) any other data or documentation resident, existing or otherwise provided in a database or in a storage medium, permanent or temporary, intended for confidential, proprietary and/or privileged use by a Party; except for any Information that is (i) in the public domain or known to the public through no fault of the receiving Party or its Subsidiaries, (ii) lawfully acquired after the Effective Time by such Party or its Subsidiaries from other sources not known to be subject to confidentiality obligations with respect to such Information or (iii) independently developed by the receiving Party after the Effective Time without reference to any Confidential Information. As used herein, by example and without limitation, Confidential Information shall mean any information of a Party intended or marked as confidential, proprietary and/or privileged.

(42) "Consents" means any consents, waivers, notices, reports or other filings to be obtained from or made, including with respect to any Contract, or any registrations, licenses, permits, authorizations to be obtained from, or approvals from, or notification requirements to, any third parties, including any third party to a Contract and any Governmental Entity.

(43) "Continuing Arrangements" shall mean those arrangements set forth on Schedule 1.1(43) and such other commercial arrangements among the Parties that are intended to survive and continue following the Effective Time; provided, however, that for the avoidance of doubt, Continuing Arrangements shall not be Third Party Agreements.

(44) "Contract" shall mean any agreement, contract, subcontract, obligation, binding understanding, note, indenture, instrument, option, lease, promise, arrangement, release, warranty, license, sublicense, insurance policy, benefit plan, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(45) "Contribution" shall mean the Transfer, directly or indirectly, of Assets from DuPont to Chemours and the Assumption of Liabilities, directly or indirectly, by Chemours pursuant to the Internal Reorganization or otherwise relating to, arising out of or resulting from the transactions contemplated by this Agreement.

(46) "Conveyancing and Assumption Instruments" shall mean, collectively, the various Contracts, including the related local asset transfer agreements, and other documents entered into prior to the Effective Time and to be entered into to effect the Transfer of Assets and the Assumption of Liabilities in the manner contemplated by this Agreement, or otherwise relating to, arising out of or resulting from the transactions contemplated by this Agreement, in such form or forms as the applicable Parties thereto agree.

(47) "Copolymer" shall mean polymers comprising copolymerized units resulting from copolymerization of two or more comonomers including dipolymers, terpolymers, tetrapolymers.

(48) "Credit Support Instruments" shall mean any letters of credit, performance bonds, surety bonds (including, with respect to the surety bonds set forth on Schedule 1.1(48), the allocable portion of the surety bonds as set forth on Schedule 1.1(48)), bankers acceptances, or other similar arrangements.

(49) "Debt-for-Debt Exchange" has the meaning set forth in the recitals.

(50) "Debt-for-Debt Exchange Parties" has the meaning set forth in the recitals.

(51) "Debt-for-Debt Indebtedness" has the meaning set forth in the recitals.

(52) "Distribution Agent" shall mean Computershare Trust Company, N.A.

(53) "Distribution Cash Amount Dispute Notice" has the meaning set forth in Section 2.13(b)(iii)

(54) "Distribution Cash Amount Statement" has the meaning set forth in Section 2.13(b)(i).

(55) "Distribution Date" shall mean the date, as shall be determined by the Board, on which the Distribution occurs.

(56) "Distribution Date Cash Amount" has the meaning set forth in Section 2.13(b)(i).

(57) "Distribution Disclosure Documents" shall mean (i) the Form 10 and all exhibits thereto (including the Information Statement), any current reports on Form 8-K and the registration statement on Form S-8 related to securities to be offered under Chemours' employee benefit plans, in each case as filed or furnished by Chemours with or to the Commission in connection with the Distribution or filed or furnished by DuPont with or to the Commission solely to the extent such documents relate to Chemours, the Financing or the Distribution, and (ii) any Financing Documents.

(58) "Distribution Ratio" shall mean one share of Chemours Common Stock for every 5 shares of DuPont Common Stock.

(59) "DSS Services" has the meaning set forth in the IP Cross-License.

(60) "DuPont Asset Transferee" shall mean any DuPont Retained Business to which DuPont Retained Assets shall be or have been transferred, directly or indirectly, prior to the Effective Time by an Asset Transferor in order to consummate the transactions contemplated hereby or otherwise in connection with the Internal Reorganization.

(61) "DuPont Common Stock" shall mean the common stock of DuPont, par value $0.30 per share.

(62) "DuPont Corporate Engineering Drawing Collection" is the comingled collection of drawings and schematics for both Chemours and DuPont operations located at an offsite storage location and described further in the Off-Site Storage Cost Sharing Agreement.

(63) "DuPont Engineering Standards and DuPont SHE Standards" means the (i) standards, protocols, processes, and policies, including the engineering guidelines which consist of that library of "how-to" guides for designing, constructing, maintaining, and operating facilities, and (ii) the DuPont Safety, Health, and Environmental Standards.

(64) "DuPont Group" shall mean (i) DuPont, the DuPont Retained Business and each Person that is a direct or indirect Subsidiary of DuPont as of immediately following the Distribution and (ii) each Business Entity that becomes a Subsidiary of DuPont after the Effective Time.

(65) "DuPont Group Landlord Property" shall mean any real properties owned by the DuPont Group as to which: (i) the Chemours Group will enter into a lease or other agreement to conduct business operations after the Effective Time; or (ii) the DuPont Group will undertake contract manufacturing on behalf of the Chemours Group. A list of the DuPont Group Landlord Property is set forth on Schedule 1.1(65).

(66) "DuPont Group Real Property" means any real properties owned, leased or operated by the DuPont Group as of the time immediately following the Distribution, including DuPont Group Landlord Property, but excluding Chemours Group Landlord Property.

(67) "DuPont Indemnitees" shall mean each member of the DuPont Group and each of their respective Affiliates from and after the Effective Time and each member of the DuPont Group's and such Affiliates' respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing, except, for the avoidance of doubt, the Chemours Indemnitees.

(68) "DuPont Retained Assets" shall mean (i) any and all Assets that are owned, leased or licensed, at or prior to the Effective Time, by DuPont and/or any of its Subsidiaries, that are not Chemours Assets, and (ii) any and all Assets that are acquired or otherwise becomes an Asset of the DuPont Group after the Effective Time. DuPont Retained Assets shall include all DuPont Retained IP.

(69) "DuPont Retained Business" shall mean (i) those businesses operated by the DuPont Group before the Effective Time other than the Chemours Business, and (ii) those Business Entities or businesses acquired or established by or for any member of the DuPont Group after the Effective Time.

(70) "DuPont Retained IP" shall mean (i) all Intellectual Property other than Chemours Registered Intellectual Property and Chemours Unregistered Intellectual Property, (ii) any Intellectual Property licensed to Chemours pursuant to the IP Cross License, (iii) the DuPont Engineering Standards and the DuPont SHE Standards, and (iv) the DuPont Retained Names.

(71) "DuPont Retained Liabilities" shall mean any and all Liabilities of DuPont and each of its Subsidiaries that are not Chemours Liabilities.

(72) "DuPont Retained Names" shall mean the names and marks set forth in Schedule 1.1(72), and any Trademarks containing or comprising any of such names or marks, and any Trademarks derivative thereof or confusingly similar thereto, or any telephone numbers or other alphanumeric addresses or mnemonics containing any of the foregoing names or marks.

(73) "Effective Time" shall mean 12:01 a.m., New York time, on the Distribution Date.

(74) "Employee Matters Agreement" shall mean the Employee Matters Agreement by and between DuPont and Chemours, in the form attached hereto as Exhibit A.

(75) "Engineering Models and Databases" means (a) physical property databases, (b) empirical or mathematical dynamic or steady state models of processes, equipment and/or reactions, (c) computations of equipment or unit operation operating conditions including predictive or operational behavior and (d) databases with historical operational data.

(76) "Environmental Compliance Liabilities" shall mean any and all Liabilities relating to, resulting from or arising out of actual or alleged violations of or non-compliance with any Environmental Law, including a failure to obtain, maintain or comply with any Environmental Permits, including, without limitation, fines, penalties, mitigation damages and the costs and expenses (including, but not limited to, capital expenditures) required to address such actual or alleged violations or non-compliance, provided, that Environmental Compliance Liabilities do not include Liabilities that would also be considered Remediation Liabilities.

(77) "Environmental Laws" shall mean all Laws relating to pollution or protection of human health or safety or the environment, including Laws relating to the exposure to, or Release, threatened Release or the presence of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport or handling of Hazardous Substances and all Laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Substances, and all laws relating to endangered or threatened species of fish, wildlife and plants and the management or use of natural resources.

(78) "Environmental Liabilities" means Remediation Liabilities, Environmental Compliance Liabilities, Hazardous Substance Damage Liabilities and Off-Site Environmental Liabilities.

(79) "Environmental Permit" shall mean any permit, license, approval or other authorization under any applicable Law or of any Governmental Entity relating to Environmental Laws or Hazardous Substances.

(80) "Exchange Act" means the United States Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

(81) "Final Cash Amount" shall have the meaning set forth in Section 2.13(b)(v).

(82) "Final Determination" shall have the meaning set forth in the Tax Matters Agreement.

(83) "Financing" shall mean the consummation of the transaction described in items 1-4 on Schedule 1.1(27).

(84) "Financing Documents" shall mean any documents relating to the any debt or equity issuance of Chemours prior to the Distribution or otherwise relating to the Debt-for-Debt Indebtedness, the Debt-for-Debt Exchange or the Chemours Financing Arrangements, including any 144A preliminary and final offering memorandum, confidential information memorandum, lender presentation, credit agreement or other bank financing arrangement, exchange agreement, purchase agreement (including the representations, warranties and covenants contained therein) and any other agreements or arrangements entered into in connection with the foregoing.

(85) "Fixed Cost Tax Rate" shall mean 70%.

(86) "Fluorinated Ionomer Products" shall mean fluorinated Copolymers containing pendant ion exchange groups or their precursors and containing at least 50% by weight fluorine comprised of (a) one or more nonfunctional fluoromonomers and (b) one or more fluorinated monomers providing an ion exchange group or its precursor, wherein the fluorinated Copolymers contain at least 25 weight% of at least one monomer selected from the group consisting of tetrafluoroethylene (TFE) , hexafluoropropylene (HFP), perfluorovinyl ethers, perfluoro-2,2-dimethyl-1,3-dioxole (PDD), perfluoro-2-methylene-4-methyl-1,3-dioxolane (PMD), perfluoro(allyl vinyl ether) and perfluoro(butenyl vinyl ether). Examples of the fluorinated monomers include: (i) perfluoro(3,6-dioxa-4-methyl-7-octenesulfonyl fluoride) (PSEPVE); (ii) perfluoro(3-oxa-4-pentenesulfonyl fluoride) (POPF); and (iii) methyl ester of perfluoro(4,7-dioxa-5-methyl-8-nonenecarboxylic acid) (PDMNM). Fluorinated Ionomer Products may be in hydrolyzed form containing ion exchange groups or unhydrolyzed form containing precursors to ion exchange groups and be in the form of resins, solutions, dispersions, films, membranes such as chloralki and fuel cell membranes and in fuel cell compositions and fuel cell components (such as catalyst ink compositions, catalyst coated membranes, and membrane and electrode assemblies (MEAs)).

(87) "Fluoropolymer" means a polymer containing carbon-fluorine bonds, including perfluorinated fluoropolymers (i.e., a hydrocarbon in which all hydrogen atoms have been replaced by fluorine atoms), partially fluorinated fluoropolymers, and Copolymers of a fluoromonomer with one or more fluorinated or non-fluorinated co-monomers.

(88) "Form 10" shall mean the registration statement on Form 10 (Registration No. 001-36794) filed by Chemours with the Commission under the Exchange Act in connection with the Distribution, including any amendment or supplement thereto.

(89) "Governmental Approvals" shall mean any notices or reports to be submitted to, or other registrations or filings to be made with, or any consents, approvals, licenses, permits or authorizations to be obtained from, any Governmental Entity.

(90) "Governmental Entity" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational, or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(91) "Group" shall mean (i) with respect to DuPont, the DuPont Group and (ii) with respect to Chemours, the Chemours Group.

(92) "Hazardous Substance" shall mean (a) any substances defined, listed, classified or regulated as "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants," "wastes," "radioactive materials," "petroleum," "oils" or designations of similar import under any Environmental Law, or (b) any other chemical, material or substance that is regulated or for which liability can be imposed under any Environmental Law.

(93) "Hazardous Substance Damage Liabilities" shall mean any and all Liabilities relating to, resulting from or arising out of claims for personal or bodily injury (including claims for medical monitoring and associated costs therewith, including mandated scientific inquiries or panels), wrongful death, property damage or natural resources damage associated with the Release or threatened Release of Hazardous Substances to the environment or exposure to or presence of Hazardous Substances. Hazardous Substance Damage Liabilities do not include Remediation Liabilities or claims for injuries to persons or property from products sold by the Chemours Group or the DuPont Group or their respective predecessors.

(94) "Holographic Products" means (a) photosensitive holographic image recording films or (b) holographic products containing holographic images recorded in the films.

(95) "Indebtedness" shall mean, with respect to any Person, (i) the principal value, prepayment and redemption premiums and penalties (if any), unpaid fees and other monetary obligations in respect of any indebtedness for borrowed money, whether short term or long term, and all obligations evidenced by bonds, debentures, notes, other debt securities or similar instruments, (ii) any indebtedness arising under any capital leases (excluding, for the avoidance of doubt, any real estate leases), whether short term or long term, (iii) all liabilities secured by any Security Interest on any assets of such Person, (iv) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect such Person against fluctuations in interest rates, (v) all interest bearing indebtedness for the deferred purchase price of property or services, (vi) all liabilities under any Credit Support Instruments, (vii) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (i) through (vi), and (viii) without duplication, all guarantees of indebtedness referred to in the foregoing clauses (i) through (vii).

(96) "Indemnifiable Loss" and "Indemnifiable Losses" shall mean any and all damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

(97) "Independent Accounting Firm" shall mean Ernst & Young LLP, or if such firm is not available or is unwilling to serve, then a mutually acceptable expert in public accounting upon which DuPont and Chemours mutually agree.

(98) "Information" shall mean information, content, and data in written, oral, electronic, computerized, digital or other tangible or intangible media, including (i) books and records, whether accounting, legal or otherwise, ledgers, studies, reports, surveys, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, marketing plans, customer names and information (including prospects), technical information relating to the design, operation, testing, test results, development, and manufacture of any Party's or its Group's product or facilities (including product or facility specifications and documentation; engineering, design, and manufacturing drawings, diagrams, layouts, maps and illustrations; formulations and material specifications; laboratory studies and benchmark tests; quality assurance policies procedures and specifications; evaluation and/validation studies; process control and/or shop-floor control strategy, logic or algorithms; assembly code, software, firmware, programming data, databases, and all information referred to in the same); product costs, margins and pricing; as well as product marketing studies and strategies; all other know-how, methodology, procedures, techniques and trade secrets related to research, engineering, development and manufacturing; communications, correspondence, materials, product literature, artwork, files, documents, (ii) Patents and Know-How; and (iii) financial and business information, including earnings reports and forecasts, macro-economic reports and forecasts, all cost information (including supplier records and lists), sales and pricing data, business plans, market evaluations, surveys, credit-related information, and other such information as may be needed for reasonable compliance with reporting, disclosure, filing or other requirements, including under applicable securities laws or regulations of securities exchanges.

(99) "Information Statement" shall mean the Information Statement attached as Exhibit 99.1 to the Form 10, to be distributed to the holders of shares of DuPont Common Stock in connection with the Distribution, including any amendment or supplement thereto.

(100) "Insurance Proceeds" shall mean those monies (i) received by an insured from an insurance carrier or (ii) paid by an insurance carrier on behalf of an insured, in either case net of any applicable deductible or retention.

(101) "Insured Claims" shall mean those Liabilities that, individually or in the aggregate, are covered within the terms and conditions of any of the Company Policies, whether or not subject to deductibles, co-insurance, uncollectability or retrospectively-rated premium adjustments, but only to the extent that such Liabilities are within applicable Company Policy limits, including aggregates.

(102) "Intellectual Property" shall mean all U.S. and foreign: (i) trademarks, trade dress, service marks, certification marks, logos, slogans, design rights, names, corporate names, trade names, Internet domain names, social media accounts and addresses and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, "Trademarks"); (ii) patents and patent applications, and any and all related national or international counterparts thereto, including any divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof (collectively, "Patents"); (iii) copyrights and copyrightable subject matter, excluding Know-How (collectively, "Copyrights"); (iv) trade secrets, and all other confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies, excluding Patents (collectively, "Know-How"); (v) all applications and registrations for the foregoing; and (vi) all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof.

(103) "Interior Laminations for Aircraft and Railcraft Surfaces" are films, coatings and laminates for use as or used as an interior or inward facing surface of an aircraft fuselage or a railcar.

(104) "Internal Reorganization" shall mean the allocation and transfer or assignment of assets and liabilities, including by means of the Conveyance and Assumption Instruments, resulting in (i) the Chemours Group owning and operating the Chemours Business, and (ii) the DuPont Group continuing to own and operate the DuPont Business, as described in the Steps Plan provided to Chemours by DuPont prior to the date hereof, as updated from time to time by DuPont at its sole discretion prior to the Distribution.

(105) "IP Assignment Agreements" means the Intellectual Property assignment agreements, in the form attached as Exhibit D.

(106) "IP Cross License" shall mean the Intellectual Property Cross License Agreement between DuPont and Chemours or one or more of their respective Affiliates, effective as of January 1, 2015 and attached hereto as Exhibit E.

(107) "IT Asset License" shall mean the IT Asset License Agreement between DuPont and Chemours or one or more of their respective Affiliates, effective as of January 1, 2015, which is attached hereto as Exhibit F.

(108) "IT Assets" shall mean all software, computer systems, telecommunications equipment, databases, Internet Protocol addresses, data rights and documentation, reference, resource and training materials relating thereto, and all Contracts (including Contract rights) relating to any of the foregoing (including software license agreements, source code escrow agreements, support and maintenance agreements, electronic database access contracts, domain name registration agreements, website hosting agreements, software or website development agreements, outsourcing agreements, service provider agreements, interconnection agreements, governmental permits, radio licenses and telecommunications agreements).

(109) "IT TSA" shall mean the Information Technology Transition Services Agreement between DuPont and Chemours or one or more of their respective Affiliates, which is attached hereto as Exhibit G.

(110) "Law" shall mean any applicable U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(111) "Legacy Engineering Drawings" are drawings and schematics of manufacturing processes or equipment or other components of such manufacturing process, which are identified by drawing number, and not otherwise available to Chemours, at Chemours Manufacturing Sites or in Chemours databases containing such drawings, which drawings are in the following form at the following location: (i) the drawings are in microform and are 35 mm film contained on aperture cards, stored in a secure Iron Mountain underground facility (ii) the microform is made available from Iron Mountain by an image on request process, and (iii) the name and address for the Iron Mountain secure underground facility is identified in the Off-Site Storage Cost-Sharing Agreement.

(112) "Liabilities" shall mean any and all Indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, reserved or unreserved, or determined or determinable, including those arising under any Law (including Environmental Law), Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, damages or equitable relief which may be imposed and including all costs and expenses related thereto. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes shall not be treated as Liabilities governed by this Agreement other than for purposes of indemnification related to the Distribution Disclosure Documents.

(113) "LIBOR" shall mean an interest rate per annum equal to the applicable three-month London Interbank Offer Rate for deposits in United States dollars published in the Wall Street Journal.

(114) "NYSE" shall mean the New York Stock Exchange.

(115) "Off-Site Environmental Liabilities" means any and all Liabilities relating to, resulting from or arising out of the Release, threatened Release, transport, disposal, recycling, reclamation, treatment or storage of Hazardous Substances, or the arrangement for same, at Off-Site Locations, including, without limitation, Remediation Liabilities, Environmental Compliance Liabilities and Hazardous Substance Damage Liabilities.

(116) "Off-Site Location" means any third party location that is not now nor has ever been owned, leased or operated by the DuPont Group or the Chemours Group or any of their respective predecessors. "Off-Site Location" does not include any property that is adjacent to or neighboring any property currently or formerly owned, leased or operated by the DuPont Group or the Chemours Group or their respective predecessors that has been impacted by Hazardous Substances Released from such properties.

(117) "Off-Site Storage Cost Sharing Agreement" shall mean that by and between DuPont and Chemours, as set forth as Exhibit H hereto.

(118) "Person" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership, or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(119) "Perfluorinated Elastomers" means (a) fluoro rubbers with less than or equal to one-half percent (£ 0.5%) hydrogen content, by weight; (b) curative concentrates containing such fluoro rubbers; and (c) filled and unfilled compositions containing such fluoro rubbers and curatives; and any products (e.g., shapes and parts) made from such fluoro rubbers, curatives and compositions.

(120) "Permitted VF Activities" means CHEMOURS TT or CHEMOURS FC (or their respective permitted Chemours Sublicensees) (each as defined in the IP Cross-License) making, having made, selling, or offering for sale, or importing or exporting in connection therewith, Titanium Technologies Products, Fluorochemical Products and Chemical Solutions Products (each as defined in the IP Cross-License) only for CHEMOURS FC's or CHEMOURS TT's (or their respective permitted Chemours Sublicensees') customers (and customers' customers) use in making VF Products, in each case to the extent expressly permitted under and subject to the IP Cross-License.

(121) "Photovoltaic Module" means a device used to convert light to electricity that includes an array of individual solar cells containing photosensitive material (such as silicon), wiring or circuitry that transports energy from the cells out of the module, and layers that protect the solar cells and wiring or circuitry from external stresses and the surrounding environment.

(122) "Plant Operating Documents" means (a) plot plans, (b) construction, technical, engineering, electrical and instrument drawings, (c) process flow diagrams, (d) process control schematics, (e) standard operating procedures and (f) standard operating instructions.

(123) "Policies" shall mean insurance policies and insurance contracts of any kind (other than life and benefits policies or contracts), including primary, excess and umbrella policies, commercial general liability policies, fiduciary liability, directors and officers liability, automobile, aircraft, property and casualty, workers' compensation and employee dishonesty insurance policies and bonds, together with the rights, benefits and privileges thereunder.

(124) "Record Date" shall mean June 23, 2015, as shall be determined by the Board, as the record date for determining the holders of DuPont Common Stock entitled to receive Chemours Common Stock in the Distribution.

(125) "Record Holders" shall mean holders of DuPont Common Stock on the Record Date.

(126) "Records" shall mean any Contracts, documents, books, records or files.

(127) "Release" shall mean any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or property.

(128) "Relevant Sites" shall mean the sites set forth on Schedule 1.1(128).

(129) "Remediation" shall mean all actions required to: (1) cleanup, remove, treat or remediate Hazardous Substances in the indoor or outdoor environment; (2) prevent the Release of Hazardous Substances (including by way of vapor intrusion) so that they do not migrate, endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (3) perform pre-remedial studies and investigations and post-remedial monitoring and care; or (4) respond to requests of any Governmental Authority for information or documents in any way relating to cleanup, removal, treatment or remediation or potential cleanup, removal, treatment or remediation of Hazardous Substances in the indoor or outdoor environment.

(130) "Remediation Liabilities" shall mean any and all Liabilities relating to, resulting from or arising out of (i) Remediation of Hazardous Substances that are present or have been Released, or as to which there has been or is a threatened Release, at, in, on, under or migrating from or to any real property or facility, and (ii) natural resource damages associated with the presence or Release or threatened Release of Hazardous Substances in the environment.

(131) "Securities Act" shall mean the Securities Act of 1933, together with the rules and regulations promulgated thereunder.

(132) "Security Interest" shall mean, except pursuant to the Financing, any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-entry, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws.

(133) "Subsidiary" shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other Person in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity.

(134) "Target Chemours Accounts Payable Amount" shall mean the amount set forth on the Target GCAP Cash-Comparable Items Adjustment Schedule.

(135) "Target Chemours Accounts Receivable Amount" shall mean the amount set forth on the Target GCAP Cash-Comparable Items Adjustment Schedule.

(136) "Target Chemours Capital Expenditures" shall mean the amount set forth on the Target GCAP Cash-Comparable Items Adjustment Schedule.

(137) "Target Chemours Fixed Cost Amount" shall mean the amount set forth on the Target GCAP Cash-Comparable Items Adjustment Schedule.

(138) "Target Chemours Inventory Amount" shall mean the amount set forth on the Target GCAP Cash-Comparable Items Adjustment Schedule.

(139) "Target GCAP Cash-Comparable Items Adjustment Schedule" shall mean the items and GCAP amounts listed on Schedule 1.1(139).

(140) "Tax" or "Taxes" shall have the meaning set forth in the Tax Matters Agreement.

(141) "Tax Contest" shall have the meaning as set forth in the Tax Matters Agreement.

(142) "Tax Matters Agreement" shall mean the Tax Matters Agreement by and between DuPont and Chemours, in the form attached hereto as Exhibit B.

(143) "Tax Returns" shall have the meaning set forth in the Tax Matters Agreement.

(144) "Taxing Authority" shall have the meaning set forth in the Tax Matters Agreement.

(145) "Thermal Insulation Laminates and Blankets" means any composite material, that may include one or more films or layers, that is disposed on the inside of an aircraft or railcar and that acts as thermal insulation or a flame barrier (that can help prevent outside fire from penetrating into the aircraft or railcar or help prevent flame propagation so that the aircraft or railcar insulation will not spread fire).

(146) "Third Party Agreements" shall mean any agreements, arrangements, commitments or understandings between or among a Party (or any member of its Group) and any other Persons (other than either Party or any member of its respective Groups) (it being understood that to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such Contracts constitute Chemours Assets or Chemours Liabilities, or DuPont Retained Assets or DuPont Retained Liabilities, such Contracts shall be assigned or retained pursuant to Article II)

(147) "Transfer" shall have the meaning set forth in Section 2.2(b)(i); and the term Transferred shall have its correlative meaning.

(148) "Transition Services Agreement" shall mean the Transition Services Agreements by and between the Parties, which is attached hereto as Exhibit C.

(149) "VF Products" means

(i) with respect to Exclusive Fluoroelastomer Products, Exclusive Fluroplastics Products, Non-Exclusive Fluoroplastics Products, Exclusive Fluoro Finishes Products and Amorphous Fluoropolymer Products (all as defined in the Cross-License Agreement), any polymer(s) containing 10 or more mole % vinyl fluoride (VF) repeating units, or any compositions containing any polymer(s) containing 10 or more mole % VF repeating units; and

(ii) with respect to anything else, any polymer(s) containing 30 or more mole % vinyl fluoride (VF) repeating units, or any compositions containing any polymer(s) containing 30 or more mole % VF repeating units;

provided, however, that "VF Products" do not include Permitted VF Activities.

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The words "written request" when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein. Unless the context requires otherwise, references in this Agreement to "DuPont" shall also be deemed to refer to the applicable member of the DuPont Group, references to "Chemours" shall also be deemed to refer to the applicable member of the Chemours Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by DuPont or Chemours shall be deemed to require DuPont or Chemours, as the case may be, to cause the applicable members of the DuPont Group or the Chemours Group, respectively, to take, or refrain from taking, any such action. In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the definitions set forth in Section 1.1, for the purpose of determining what is and is not included in such definitions, any item explicitly included on a Schedule referred to in any such definition shall take priority over any provision of the text thereof.

## ARTICLE II

## THE SEPARATION

Section 2.1 General. Subject to the terms and conditions of this Agreement, the Parties shall use, and shall cause their respective Affiliates to use, their respective commercially reasonable efforts to consummate the transactions contemplated hereby, a portion of which may have already been implemented prior to the date hereof, including the completion of the Internal Reorganization.

Section 2.2 Restructuring; Transfer of Assets; Assumption of Liabilities.

(a) Internal Reorganization. Prior to the Effective Time, except for the Transfers set forth on Schedule 2.2(a), the Parties shall complete the Internal Reorganization.

(b) Transfer of Assets. At or prior to the Distribution (it being understood that some of such Transfers may occur following the Effective Time in accordance with Section 2.2(a) and Section 2.6), pursuant to the Conveyancing and Assumption Instruments and in connection with the Contribution:

(i) DuPont shall, and shall cause the applicable Asset Transferors to, transfer, contribute, distribute, assign and/or convey or cause to be transferred, contributed, distributed, assigned and/or conveyed ("Transfer") to (A) the respective DuPont Asset Transferees, all of the applicable Asset Transferors' right, title and interest in and to the DuPont Retained Assets and (B) Chemours and/or the respective Chemours Asset Transferees, all of its and the applicable Asset Transferors' right, title and interest in and to the Chemours Assets, and the applicable DuPont Asset Transferees and Chemours Asset Transferees shall accept from DuPont and the applicable members of the DuPont Group, all of DuPont's and the other members' of the DuPont Group's respective direct or indirect rights, title and interest in and to the applicable Assets, including all of the outstanding shares of capital stock or other ownership interests.

(ii) Any costs and expenses incurred after the Effective Time to effect any Transfer contemplated by this Section 2.2(b) (including any transfer effected pursuant to Section 2.6) shall be paid by the Parties as set forth on Schedule 10.5(a). Other than costs and expenses incurred in accordance with the foregoing, nothing in this Section 2.2(b) shall require any member of any Group to incur any material obligation or grant any material concession for the benefit of any member of any other Group in order to effect any transaction contemplated by this Section 2.2(b).

(c) Assumption of Liabilities. Except as pursuant to this Agreement or as otherwise specifically set forth in any Ancillary Agreement, in connection with the Internal Reorganization and the Contribution or, if applicable, from and after, the Effective Time (i) pursuant to this Agreement or the applicable Conveyancing and Assumption Instruments, DuPont shall, or shall cause a member of the DuPont Group to, accept, assume (or, as applicable, retain) and perform, discharge and fulfill, in accordance with their respective terms ("Assume"), all of the DuPont Retained Liabilities and (ii) pursuant to this Agreement or the applicable Conveyancing and Assumption Instruments, Chemours shall, or shall cause a member of the Chemours Group to, Assume all of the Chemours Liabilities, in each case, regardless of (A) when or where such Liabilities arose or arise, (B) whether the facts upon which they are based occurred prior to, on or subsequent to the Effective Time, (C) where or against whom such Liabilities are asserted or determined (D) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the DuPont Group or the Chemours Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates, (E) which entity is named in any Action associated with any Liability.

(d) Debt-For-Debt Exchange and Chemours Financing Cash Distribution. In exchange for the Contribution, Chemours shall (i) issue to DuPont 180,966,833 shares of Chemours Common Stock and the Debt-for-Debt Indebtedness, and (ii) make the Chemours Financing Cash Distribution.

(e) Consents. The Parties shall use their commercially reasonable efforts to obtain the Consents required to Transfer any Assets, Contracts, licenses, permits and authorizations issued by any Governmental Entity or parts thereof as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Contract or other Asset shall be transferred if it would violate applicable Law or, in the case of any Contract, the rights of any third party to such Contract; provided that Section 2.6, to the extent provided therein, shall apply thereto.

(f) It is understood and agreed by the Parties that certain of the Transfers referenced in Section 2.2(b) or Assumptions referenced in Section 2.2(c) have heretofore occurred and, as a result, no additional Transfers or Assumptions by any member of the DuPont Group or Chemours Group, as applicable, shall be deemed to occur upon the execution of this Agreement with respect thereto. Moreover, to the extent that any Subsidiary of the DuPont Group or Chemours Group, as applicable, is liable for any DuPont Retained Liability or Assumed Liability, respectively, by operation of law immediately following any Transfer in accordance with this Agreement or any Conveyancing and Assumption Instruments, there shall be no need for any other member of the DuPont Group or Chemours Group, as applicable, to Assume such Liability in connection with the operation of Section 2.2(c) and, accordingly, no other member of such Group shall Assume and such Liability in connection with Section 2.2(c).

Section 2.3 Treatment of Shared Contracts. Without limiting the generality of the obligations set forth in Sections 2.2(a) and (b):

(a) Unless the Parties otherwise agree or the benefits of any Contract described in this Section 2.3 are expressly conveyed to the applicable Party pursuant to an Ancillary Agreement, any Contract that is listed on Schedule 2.3(a), (a "Shared Contract"), shall be assigned in part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended prior to, on or after the Effective Time, so that each Party or the members of their respective Groups as of the Effective Time shall be entitled to the rights and benefits, and shall Assume the related portion of any Liabilities, inuring to their respective Businesses; provided, however, that (x) in no event shall any member of any Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract (including any Policy) which is not assignable (or cannot be amended) by its terms (including any terms imposing consents or conditions on an assignment where such consents or conditions have not been obtained or fulfilled, subject to Section 2.2(d)), and (y) if any Shared Contract cannot be so partially assigned by its terms or otherwise, cannot be amended or has not for any other reason been assigned or amended, or if such assignment or amendment would impair the benefit the parties thereto derive from such Shared Contract, (A) at the reasonable request of the Party (or the member of such Party's Group) to which the benefit of such Shared Contract inures in part, the Party for which such Shared Contract is, as applicable, a DuPont Retained Asset or Chemours Asset shall, and shall cause each of its respective Subsidiaries to, for a period ending not later than six (6) months after the Distribution Date (unless the term of Shared Contract ends at a later date, in which case for a period ending on such date), take such other reasonable and permissible actions to cause such member of the Chemours Group or the DuPont Group, as the case may be, to receive the benefit of that portion of each Shared Contract that relates to the Chemours Business or the DuPont Retained Business, as the case may be (in each case, to the extent so related) as if such Shared Contract had been assigned to (or amended to allow) a member of the applicable Group pursuant to this Section 2.3 and to bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement) as if such Liabilities had been Assumed by a member of the applicable Group pursuant to this Section 2.3; provided that the Party for which such Shared Contract is a DuPont Retained Asset or a Chemours Asset, as applicable, shall be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such Shared Contract, as the case may be, and (B) the Party to which the benefit of such Shared Contract inures in part shall use commercially reasonable efforts to enter into a separate contract pursuant to which it procures such rights and obligations as are necessary such that it no longer needs to avail itself of the arrangements provided pursuant to this Section 2.3(a); provided that, the Party for which such Shared Contract is, as applicable, a DuPont Retained Asset or Chemours Asset, and such Party's applicable Subsidiaries shall not be liable for any actions or omissions taken in accordance with clause (y) of this Section 2.3(a).

(b) Each of DuPont and Chemours shall, and shall cause the members of its Group to, (A) treat for all Tax purposes the portion of each Shared Contract inuring to its respective Businesses as Assets owned by, and/or Liabilities of, as applicable, such Party as of the Effective Time and (B) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Tax Law or good faith resolution of a Tax Contest).

Section 2.4 Intercompany Accounts, Loans and Agreements.

(a) Except as set forth in Section 6.1(b), all intercompany receivables and payables (other than (x) intercompany loans (which shall be governed by Section 2.4(c)) (y) receivables or payables otherwise specifically provided for on Schedule 2.4(a), and (z) payables created or required hereby or by any Ancillary Agreement or any Continuing Arrangements) and intercompany balances, including in respect of any cash balances, any cash balances representing deposited checks or drafts or any cash held in any centralized cash management system between any member of the DuPont Group, on the one hand, and any member of the Chemours Group, on the other hand, which exist and are reflected in the accounting records of the relevant Parties immediately prior to the Effective Time, shall continue to be outstanding after the Effective Time and thereafter (i) shall be an obligation of the relevant Party (or the relevant member of such Party's Group), each responsible for fulfilling its (or a member of such Party's Group's) obligations in accordance with the terms and conditions applicable to such obligation or if such terms and conditions are not set forth in writing, such obligation shall be satisfied within 30 days of a written request by the beneficiary of such obligation given to the corresponding obligor thereunder, and (ii) shall be for each relevant Party (or the relevant member of such Party's Group) an obligation to a third party and shall no longer be an intercompany account.

(b) As between the Parties (and the members of their respective Group) all payments and reimbursements received after the Effective Time by one Party (or member of its Group) that relate to a Business, Asset or Liability of the other Party (or member of its Group), shall be held by such Party in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and, promptly upon receipt by such Party of any such payment or reimbursement, such Party shall pay or shall cause the applicable member of its Group to pay over to the Party entitled thereto the amount of such payment or reimbursement without right of set-off.

(c) Except as set forth on Schedule 2.4(c), each of DuPont or any member of the DuPont Group, on the one hand, and Chemours or any member of the Chemours Group, on the other hand, will settle with the other Party, as the case may be, all intercompany loans, including any promissory notes, owned or owed by the other Party on or prior to the Distribution, except as otherwise agreed to in good faith by the Parties in writing on or after the date hereof, it being understood and agreed by the Parties that all guarantees and Credit Support Instruments shall be governed by Section 2.10.

Section 2.5 Limitation of Liability; Intercompany Contracts. No Party nor any Subsidiary thereof shall be liable to the other Party or any Subsidiary of the other Party based upon, arising out of or resulting from any Contract, arrangement, course of dealing or understanding between or among it and the other Party existing at or prior to the Effective Time (other than as set forth on Schedule 2.5, pursuant to this Agreement, any Ancillary Agreement, any Continuing Arrangements, any Third Party Agreements, as set forth in Section 2.4 or Section 6.1(b) or pursuant to any other Contract entered into in connection herewith or in order to consummate the transactions contemplated hereby or thereby) and each Party hereby terminates any and all Contracts, arrangements, courses of dealing or understandings between or among it and the other Party effective as of the Effective Time (other than as set forth on Schedule 2.5, this Agreement, any Ancillary Agreement, any Continuing Arrangements, any Third Party Agreements, as set forth in Section 2.4 or Section 6.1(b) or pursuant to any Contract entered into in connection herewith or in order to consummate the transactions contemplated hereby or thereby), provided, however, that with respect to any Contract, arrangement, course of dealing or understanding between or among the Parties or any Subsidiaries thereof discovered after the Effective Time, the Parties agree that such Contract, arrangement, course of dealing or understanding shall nonetheless be deemed terminated as of the Effective Time with the only liability of the Parties in respect thereof to be the obligations incurred between the Parties pursuant to such Contract, arrangement, course of dealing or understanding between the Effective Time and the time of discovery or later termination of any such Contract, arrangement, course of dealing or understanding.

Section 2.6 Transfers Not Effected at or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time.

(a) To the extent that any Transfers or Assumptions contemplated by this Article II shall not have been consummated at or prior to the Effective Time, the Parties shall use commercially reasonable efforts to effect such Transfers or Assumptions as promptly following the Effective Time as shall be practicable. Nothing herein shall be deemed to require or constitute the Transfer of any Assets or the Assumption of any Liabilities which by their terms or operation of Law cannot be Transferred; provided, however, that the Parties and their respective Subsidiaries shall cooperate and use commercially reasonable efforts to seek to obtain, in accordance with applicable Law, any necessary Consents or Governmental Approvals for the Transfer of all Assets and Assumption of all Liabilities contemplated to be Transferred and Assumed pursuant to this Article II to the fullest extent permitted by applicable Law. In the event that any such Transfer of Assets or Assumption of Liabilities has not been consummated, from and after the Effective Time (i) the Party (or relevant member in its Group) retaining such Asset shall thereafter hold (or shall cause such member in its Group to hold) such Asset in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and (ii) the Party intended to Assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the Party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. To the extent the foregoing applies to any Contracts (other than Shared Contracts, which shall be governed solely by Section 2.3) to be assigned for which any necessary Consents or Governmental Approvals are not received prior to the Effective Time, the treatment of such Contracts shall, for the avoidance of doubt, be subject to Section 2.8 and Section 2.9, to the extent applicable. In addition, the Party retaining such Asset or Liability (or relevant member of its Group) shall (or shall cause such member in its Group to) treat, insofar as reasonably possible and to the extent permitted by applicable Law, such Asset or Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the Party to which such Asset is to be Transferred or by the Party Assuming such Liability in order to place such Party, insofar as reasonably possible and to the extent permitted by applicable Law, in the same position as if such Asset or Liability had been Transferred or Assumed as contemplated hereby and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for income and gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Effective Time to the relevant member or members of the DuPont Group or the Chemours Group entitled to the receipt of such Asset or required to Assume such Liability. In furtherance of the foregoing, the Parties agree that, as of the Effective Time, subject to Section 2.2(c) and Section 2.9(b), each Party shall be deemed to have acquired complete and sole beneficial ownership over all of the Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have Assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such Party is entitled to acquire or required to Assume pursuant to the terms of this Agreement.

(b) If and when the Consents, Governmental Approvals and/or conditions, the absence or non-satisfaction of which caused the deferral of Transfer of any Asset or deferral of the Assumption of any Liability pursuant to Section 2.6(a), are obtained or satisfied, the Transfer, assignment, Assumption or novation of the applicable Asset or Liability shall be effected without further consideration in accordance with and subject to the terms of this Agreement (including Section 2.2) and/or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any undue cost on any Party, be deemed to have become effective as of the Effective Time.

(c) The Party (or relevant member of its Group) retaining any Asset or Liability due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability pursuant to Section 2.6(a) or otherwise shall (i) not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced, assumed, or agreed in advance to be reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability, other than reasonable attorneys' fees and recording or similar or other incidental fees, all of which shall be promptly reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability and (ii) be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such retained Asset or Liability, as the case may be.

(d) After the Effective Time, each Party (or any member of its Group) may receive mail, packages and other communications properly belonging to another Party (or any member of its Group). Accordingly, at all times after the Effective Time, each Party is hereby authorized to receive and, if reasonably necessary to identify the proper recipient in accordance with this Section 2.6(d), open all mail, packages and other communications received by such Party that belongs to such other Party, and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall promptly deliver such mail, packages or other communications (or, in case the same also relates to the business of the receiving Party or another Party, copies thereof) to such other Party as provided for in Section 10.6. The provisions of this Section 2.6(d) are not intended to, and shall not, be deemed to constitute an authorization by any Party to permit the other to accept service of process on its behalf and no Party is or shall be deemed to be the agent of any other Party for service of process purposes.

(e) With respect to Assets and Liabilities described in Section 2.6(a), each of DuPont and Chemours shall, and shall cause the members of its respective Group to, (i) treat for all Tax purposes (A) the deferred Assets as assets having been Transferred to and owned by the Party entitled to such Assets not later than the Effective Time and (B) the deferred Liabilities as liabilities having been Assumed and owned by the Person intended to be subject to such Liabilities not later than the Effective Time and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of a Tax Contest).

Section 2.7 Conveyancing and Assumption Instruments. In connection with, and in furtherance of, the Transfers of Assets and the Assumptions of Liabilities contemplated by this Agreement, the Parties shall execute or cause to be executed, on or after the date hereof by the appropriate entities to the extent not executed prior to the date hereof, any Conveyancing and Assumption Instruments necessary to evidence the valid Transfer to the applicable Party or member of such Party's Group of all right, title and interest in and to its accepted Assets and the valid and effective Assumption by the applicable Party of its Assumed Liabilities for Transfers and Assumptions to be effected pursuant to Delaware Law or the Laws of one of the other states of the United States or, if not appropriate for a given Transfer or Assumption, and for Transfers or Assumptions to be effected pursuant to non-U.S. Laws, in such form as the Parties shall reasonably agree, including the Transfer of real property by mutually acceptable conveyance deeds as may be appropriate and in form and substance as may be required by the jurisdiction in which the real property is located. The Transfer of capital stock shall be effected by means of executed stock powers and notation on the stock record books of the corporation or other legal entities involved, or by such other means as may be required in any non-U.S. jurisdiction to Transfer title to stock and, only to the extent required by applicable Law, by notation on public registries.

Section 2.8 Further Assurances; Ancillary Agreements.

(a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement and subject to the limitations expressly set forth in this Agreement, including Section 2.6, each of the Parties shall cooperate with each other and use (and shall cause its respective Subsidiaries and Affiliates to use) commercially reasonable efforts, at and after the Effective Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, at and after the Effective Time, each Party shall cooperate with the other Party, and without any further consideration, but at the expense of the requesting Party (except as provided in Sections 2.2(b)(ii) and 2.6(c)) from and after the Effective Time, to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of Transfer or title, and to make all filings with, and to obtain all Consents and/or Governmental Approvals, any permit, license, Contract, indenture or other instrument (including any Consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by any other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the Transfers of the applicable Assets and the assignment and Assumption of the applicable Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each Party shall, at the reasonable request, cost and expense of any other Party (except as provided in Sections 2.2(b)(ii) and 2.6(c)), take such other actions as may be reasonably necessary to vest in such other Party such title and such rights as possessed by the transferring Party to the Assets allocated to such other Party under this Agreement or any of the Ancillary Agreements, free and clear of any Security Interest.

(c) Without limiting the foregoing, in the event that any Party (or member of such Party's Group) receives any Assets (including the receipt of payments made pursuant to Contracts and proceeds from accounts receivable with respect to such Asset) or is liable for any Liability that is otherwise allocated to any Person that is a member of the other Group pursuant to this Agreement or the Ancillary Agreements, such Party agrees to promptly Transfer, or cause to be Transferred such Asset or Liability to the other Party so entitled thereto (or member of such other Party's Group as designated by such other Party) at such other Party's expense. Prior to any such Transfer, such Asset or Liability, as the case may be, shall be held in accordance with the provisions of Section 2.6.

(d) At or prior to the Effective Time, each of DuPont and Chemours shall enter into, and/or (where applicable) shall cause a member or members of their respective Group to enter into, the Ancillary Agreements and any other Contracts in respect of the Distributions reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

(e) On or prior to the Distribution Date, DuPont and Chemours in their respective capacities as direct or indirect stockholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by any Subsidiary of DuPont or Subsidiary of Chemours, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 2.9 Novation of Liabilities; Indemnification.

(a) Each Party, at the request of any member of the other Party's Group (such other Party, the "Other Party"), shall use commercially reasonable efforts to obtain, or to cause to be obtained, any Consent, Governmental Approval, substitution or amendment required to novate or assign to the fullest extent permitted by applicable Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.3) and Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10), but solely to the extent that the Parties are jointly or each severally liable with regard to any such Contracts or Liabilities and such Contracts or Liabilities have been, in whole, but not in part, allocated to the first Party, or, if permitted by applicable Law, to obtain in writing the unconditional release of the applicable Other Party so that, in any such case, the members of the applicable Group shall be solely responsible for such Contracts or Liabilities; provided, however, that no Party shall be obligated to pay any consideration therefor to any third party from whom any such Consent, Governmental Approval, substitution or amendment is requested (unless such Party is fully reimbursed by the requesting Party). In addition, with respect to any Action where any Party hereto is a defendant, when and if requested by such Party, the Other Party will use commercially reasonable efforts to petition the applicable court to remove the requesting Party as a defendant to the extent that such Action relates solely to Assets or Liabilities that the Other Party (or any member of such requesting Party's Group) has been allocated pursuant to this Article II, and the Other Party will cooperate and assist in any required communication with any plaintiff or other related third party.

(b) If the Parties are unable to obtain, or to cause to be obtained, any such required Consent, Governmental Approval, release, substitution or amendment referenced in Section 2.9(a), the Other Party or a member of such Other Party's Group shall continue to be bound by such Contract, license or other obligation that does not constitute a Liability of such Other Party and, unless not permitted by Law or the terms thereof, as agent or subcontractor for such Party, the Party or member of such Party's Group who Assumed or retained such Liability as set forth in this Agreement (the "Liable Party") shall, or shall cause a member of its Group to, pay, perform and discharge fully all the obligations or other Liabilities of such Other Party or member of such Other Party's Group thereunder from and after the Effective Time. For the avoidance of doubt, in furtherance of the foregoing, the Liable Party or a member of such Liable Party's Group, as agent or subcontractor of the Other Party or a member of such Other Party's Group, to the extent reasonably necessary to pay, perform and discharge fully any Liabilities, or retain the benefits (including pursuant to Section 2.6) associated with such Contract or license, is hereby granted the right to, among other things, (i) prepare, execute and submit invoices under such Contract or license in the name of the Other Party (or the applicable member of such Other Party's Group), (ii) send correspondence relating to matters under such Contract or license in the name of the Other Party (or the applicable member of such Other Party's Group), (iii) file Actions in the name of the Other Party (or the applicable member of such Other Party's Group) in connection with such Contract or license and (iv) otherwise exercise all rights in respect of such Contract or license in the name of the Other Party (or the applicable member of such Other Party's Group); provided that (y) such actions shall be taken in the name of the Other Party (or the applicable member of such Other Party's Group) only to the extent reasonably necessary or advisable in connection with the foregoing and (z) to the extent that there shall be a conflict between the provisions of this Section 2.9(b) and the provisions of any more specific arrangement between a member of such Liable Party's Group and a member of such Other Party's Group, such more specific arrangement shall control. The Liable Party shall indemnify each Other Party and hold each of them harmless against any Liabilities (other than Liabilities of such Other Party) arising in connection therewith; provided, that the Liable Party shall have no obligation to indemnify the Other Party with respect to any matter to the extent that such Liabilities arise from such Other Party's willful breach, knowing violation of Law, fraud, misrepresentation or gross negligence in connection therewith, in which case such Other Party shall be responsible for such Liabilities. The Other Party shall, without further consideration, promptly pay and remit, or cause to be promptly paid or remitted, to the Liable Party or, at the direction of the Liable Party, to another member of the Liable Party's Group, all money, rights and other consideration received by it or any member of its Group in respect of such performance by the Liable Party (unless any such consideration is an Asset of such Other Party pursuant to this Agreement). If and when any such Consent, Governmental Approval, release, substitution or amendment shall be obtained or such agreement, lease, license or other rights or obligations shall otherwise become assignable or able to be novated, the Other Party shall, to the fullest extent permitted by applicable Law, promptly Transfer or cause the Transfer of all rights, obligations and other Liabilities thereunder of such Other Party or any member of such Other Party's Group to the Liable Party or to another member of the Liable Party's Group without payment of any further consideration and the Liable Party, or another member of such Liable Party's Group, without the payment of any further consideration, shall Assume such rights and Liabilities to the fullest extent permitted by applicable Law. Each of the applicable Parties shall, and shall cause their respective Subsidiaries to, take all actions and do all things reasonably necessary on its part, or such Subsidiaries' part, under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Section 2.9.

Section 2.10 Guarantees; Credit Support Instruments.

(a) Except as otherwise specified in any Ancillary Agreement, at or prior to the Effective Time or as soon as practicable thereafter, (i) DuPont shall (with the reasonable cooperation of the applicable member of the Chemours Group) use its reasonable best efforts to have each member of the Chemours Group removed as guarantor of or obligor for any DuPont Retained Liability to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.10(a)(i), to the extent that they relate to DuPont Retained Liabilities and (ii) Chemours shall (with the reasonable cooperation of the applicable member of the DuPont Group) use reasonable best efforts to have each member of the DuPont Group removed as guarantor of or obligor for any Chemours Liability, to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.10(a)(ii), to the extent that they relate to Chemours Liabilities.

(b) At or prior to the Effective Time, to the extent required to obtain a release from a guaranty:

(i) of any member of the DuPont Group, Chemours shall execute a guaranty agreement substantially in the form of the existing guaranty or such other form as is agreed to by the relevant parties to such guaranty agreement, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which Chemours would be reasonably unable to comply or (B) which would be reasonably expected to be breached; and

(ii) of any member of the Chemours Group, DuPont shall execute a guaranty agreement substantially in the form of the existing guaranty or such other form as is agreed to by the relevant parties to such guaranty agreement, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which DuPont would be reasonably unable to comply or (B) which would be reasonably expected to be breached.

(c) If DuPont or Chemours is unable to obtain, or to cause to be obtained, any such required removal as set forth in clauses (a) and (b) of this Section 2.10, (i) DuPont, to the extent a member of the DuPont Group has assumed the underlying Liability with respect to such guaranty or Chemours, to the extent a member of the Chemours Group has assumed the underlying Liability with respect to such guaranty, as the case may be, shall indemnify and hold harmless the guarantor or obligor for any Indemnifiable Loss arising from or relating thereto (in accordance with the provisions of Article VI) and shall or shall cause one of its Subsidiaries, as agent or subcontractor for such guarantor or obligor to pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) the relevant beneficiary shall pay to the guarantor or obligor a fee payable at the end of each calendar quarter based on a rate of 0.65% per annum on the average outstanding amount of the obligation underlying such guarantee or obligation during such quarter and (iii) each of DuPont and Chemours, on behalf of themselves and the members of their respective Groups, agree not to renew or extend the term of, increase its obligations under, or Transfer to a third party, any loan, guaranty, lease, contract or other obligation for which another Party or member of such Party's Group is or may be liable without the prior written consent of such other Party, unless all obligations of such other Party and the other members of such Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to such Party.

(d) DuPont and Chemours shall cooperate and Chemours shall use reasonable best efforts to replace all Credit Support Instruments issued by DuPont or other members of the DuPont Group on behalf of or in favor of any member of the Chemours Group or the Chemours Business (the "DuPont CSIs") as promptly as practicable with Credit Support Instruments from Chemours or a member of the Chemours Group as of the Effective Time. With respect to any DuPont CSIs that remain outstanding after the Effective Time (i) Chemours shall, and shall cause the members of the Chemours Group to, jointly and severally indemnify and hold harmless the DuPont Indemnitees for any Liabilities arising from or relating to the such Credit Support Instruments, including, without limitation, any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such DuPont CSIs in accordance with the terms thereof, (ii) Chemours shall pay to DuPont a fee payable at the end of each calendar quarter based on a rate of 0.65% per annum on the average outstanding balance during such quarter of any outstanding DuPont CSIs and (iii) without the prior written consent of DuPont, Chemours shall not, and shall not permit any member of the Chemours Group to, enter into, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, Contract or other obligation in connection with which DuPont or any member of the DuPont Group has issued any Credit Support Instruments which remain outstanding. Neither DuPont nor any member of the DuPont Group will have any obligation to renew any Credit Support Instruments issued on behalf of or in favor of any member of the Chemours Group or the Chemours Business after the expiration of any such Credit Support Instrument.

Section 2.11 Disclaimer of Representations and Warranties.

(a) EACH OF DUPONT (ON BEHALF OF ITSELF AND EACH MEMBER OF THE DUPONT GROUP) AND CHEMOURS (ON BEHALF OF ITSELF AND EACH MEMBER OF THE CHEMOURS GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN ANY ANCILLARY AGREEMENT OR IN ANY CONTINUING ARRANGEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENTS OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSETS, BUSINESSES OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR GOVERNMENTAL APPROVALS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, AS TO NONINFRINGEMENT, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING, ANY ASSETS OR BUSINESS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN “AS IS, WHERE IS” BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST AND (II) ANY NECESSARY CONSENTS OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

(b) Each of DuPont (on behalf of itself and each member of the DuPont Group) and Chemours (on behalf of itself and each member of the Chemours Group) further understands and agrees that if the disclaimer of express or implied representations and warranties contained in Section 2.11(a) is held unenforceable or is unavailable for any reason under the Laws of any jurisdiction outside the United States or if, under the Laws of a jurisdiction outside the United States, both DuPont or any member of the DuPont Group, on the one hand, and Chemours or any member of the Chemours Group, on the other hand, are jointly or severally liable for any DuPont Liability or any Chemours Liability, respectively, then, the Parties intend that, notwithstanding any provision to the contrary under the Laws of such foreign jurisdictions, the provisions of this Agreement and the Ancillary Agreements (including the disclaimer of all representations and warranties, allocation of Liabilities among the Parties and their respective Subsidiaries, releases, indemnification and contribution of Liabilities) shall prevail for any and all purposes among the Parties and their respective Subsidiaries.

(c) DuPont hereby waives compliance by itself and each and every member of the DuPont Group with the requirements and provisions of any “bulk-sale” or “bulk transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the DuPont Assets to DuPont or any member of the DuPont Group.

(d) Chemours hereby waives compliance by itself and each and every member of the Chemours Group with the requirements and provisions of any “bulk-sale” or “bulk transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Chemours Assets to Chemours or any member of the Chemours Group.

Section 2.12 Chemours Financing Arrangements. Prior to the Effective Time, Chemours shall enter into the Chemours Financing Arrangements, on such terms and conditions as agreed by DuPont in its sole discretion (including the amount that shall be borrowed pursuant to the Chemours Financing Arrangements and the terms and interest rates for such borrowings) and the Chemours Financing Arrangements shall have been consummated in accordance therewith. DuPont and Chemours shall participate in the preparation of all materials and presentations as may be reasonably necessary to secure funding pursuant to the Chemours Financing Arrangements, including rating agency presentations necessary to obtain the requisite ratings needed to secure the financing under any of the Chemours Financing Arrangements. The Parties agree that Chemours, and not DuPont, shall be ultimately responsible for all costs and expenses incurred by, and for reimbursement of such costs and expenses to, any member of the DuPont Group or Chemours Group associated with the Chemours Financing Arrangements. It is the intent of the Parties that the Chemours Financing Cash Distribution is made in connection with the separation and Internal Reorganization, including the transfer of the Chemours Assets to Chemours in the Internal Reorganization whenever made.

Section 2.13 Cash Management; Cash Adjustment.

(a) From the date of this Agreement until the Distribution, DuPont and its Subsidiaries shall be entitled to use, retain or otherwise dispose of all cash generated by the Chemours Business and the Chemours Assets in accordance with the ordinary course operation of DuPont's cash management systems. Notwithstanding the foregoing, it is the intention of DuPont and Chemours that, at the time of the Distribution, Chemours shall have a minimum Cash Equivalents balance, as would be reflected on the unaudited consolidated balance sheet of the Chemours Group as of the close of business on the date prior to the Distribution Date, of $200 million (the "Target Cash Amount"). Subject to any adjustment in accordance with this Section 2.13, all cash held by any member of the Chemours Group as of the Distribution shall be a Chemours Asset and all cash held by any member of the DuPont Group as of the Distribution shall be a DuPont Retained Asset.

(b) Preliminary Cash Adjustment.

(i) On or prior to August 1, 2015, DuPont shall prepare and deliver, or cause to be prepared and delivered, to Chemours a statement reflecting the amount of Cash Equivalents on the unaudited consolidated balance sheet of the Chemours Group as of the close of business on the date prior to the Distribution Date (giving effect to the Distribution, including the Chemours Financing Cash Distribution, and reflecting the terms and conditions of Article II of this Agreement) (the "Distribution Date Cash Amount"), including supporting account information (the "Distribution Cash Amount Statement"). The Distribution Cash Amount Statement shall be calculated in U.S. dollars and consistently with the historical practices used in calculating cash in DuPont.

(ii) Subject to the terms set forth in Section 7.6, in connection with the preparation of the Distribution Cash Amount Statement, DuPont shall have reasonable access, during normal business hours and upon reasonable notice, to the books and records, the financial systems and finance personnel and any other information of the members of Chemours Group that DuPont or its representatives reasonably request, and Chemours shall, and shall cause the members of the Chemours Group and their respective representatives and employees to, cooperate with DuPont and its representatives in connection therewith.

(iii) Chemours shall have ten (10) Business Days following receipt of the Distribution Cash Amount Statement to review such statement and to notify DuPont, in writing, if Chemours disputes any of the amounts set forth on the Distribution Cash Amount Statement (the "Distribution Cash Amount Dispute Notice"), specifying the reasons therefor in reasonable detail.

(iv) Subject to the terms set forth in Section 7.6, in connection with Chemours' review of the Distribution Cash Amount Statement, Chemours and its representatives shall have reasonable access, during normal business hours and upon reasonable notice, to all relevant work papers, schedules, memoranda and other documents prepared by DuPont or its representatives in connection with its preparation of the Distribution Cash Amount Statement and to finance personnel of DuPont and any other information that Chemours or its representatives reasonably requests, and DuPont shall cooperate with Chemours and its representatives in connection therewith.

(v) In the event that Chemours shall deliver a Distribution Cash Amount Dispute Notice to DuPont, Chemours and DuPont shall cooperate in good faith to resolve such dispute as promptly as practicable and, upon such resolution, if any, any adjustments to the Distribution Date Cash Amount shall be made in accordance with the written agreement of Chemours and DuPont. Subject to the terms set forth in Section 7.6, in connection with DuPont's review of the Distribution Cash Amount Dispute Notice, DuPont and its representatives shall have reasonable access, during normal business hours and upon reasonable notice, to all relevant work papers, schedules, memoranda and other documents prepared by Chemours or its representatives in connection with Chemours' preparation of the Distribution Cash Amount Dispute Notice and to finance personnel of Chemours and any other information that DuPont or its representatives reasonably requests, and Chemours shall cooperate with DuPont and its representatives in connection therewith. If Chemours and DuPont are unable to resolve any such dispute within ten (10) Business Days (or such longer period as Chemours and DuPont shall mutually agree in writing) of Chemours' delivery of such Distribution Cash Amount Dispute Notice, such dispute shall be resolved by the Independent Accounting Firm, and the final determination of such Independent Accounting Firm with regard to the matters referenced in the Distribution Cash Amount Dispute Notice shall be final and binding on the Parties as from the date rendered. Any expenses relating to the engagement of the Independent Accounting Firm in respect of its services pursuant to this Section 2.13 shall be shared equally by DuPont and Chemours. The Independent Accounting Firm shall be instructed to complete the performance of its services as promptly as practicable, but in any event, no later than October 1, 2015. The Distribution Date Cash Amount, (i) if no Distribution Cash Amount Dispute Notice has been timely delivered by Chemours in accordance with Section 2.13(b)(iii), as originally submitted by DuPont, or (ii) if a Distribution Cash Amount Dispute Notice has been timely delivered by Chemours, the Distribution Date Cash Amount as adjusted pursuant to the resolution of such dispute in accordance with this Section 2.13(b), shall be deemed to be the "Final Cash Amount."

(vi) (A) if the Final Cash Amount exceeds the Target Cash Amount, the amount of such excess, plus any interest accrued in accordance with Section 2.13(d), shall be paid by Chemours to DuPont in accordance with Section 2.13(b)(vii) or (B) if the Target Cash Amount exceeds the Final Cash Amount, the amount of such excess, plus any interest accrued in accordance with Section 2.13(d), shall be paid by DuPont to Chemours in accordance with Section 2.13(b)(vii) (the amount of such increases or decreases, as the case may be, the "Preliminary Cash Adjustment").

(vii) If payment is required to be made by Chemours in accordance with Section 2.13(b)(vi)(A), Chemours shall, no later than December 31, 2015, make payment to DuPont by wire transfer in immediately available funds of the amount payable by Chemours in an amount equal to the Preliminary Cash Adjustment. If payment is required to be made by DuPont in accordance with Section 2.13(b)(vi)(B), DuPont shall, within five (5) Business Days after the determination of the Final Cash Amount pursuant to this Section 2.13, make payment to the Chemours by wire transfer in immediately available funds of the amount payable by DuPont in an amount equal to the Preliminary Cash Adjustment.

(c) Secondary Adjustment for GCAP Cash-Comparable Items.

(i) On or prior to September 1, 2015, Chemours shall prepare and deliver, or cause to be prepared and delivered, to DuPont a statement, including supporting account information (the "Distribution GCAP Statement") reflecting the amount of Chemours Accounts Receivable, Chemours Accounts Payable, Chemours Inventory, the Chemours Fixed Cost Amount, and Chemours Capital Expenditures, each as of the close of business on the date prior to the Distribution Date (giving effect to the Distribution, including the Chemours Financing Cash Distribution, and reflecting the terms and conditions of Article II of this Agreement) (the "Closing Chemours Accounts Receivable", the "Closing Chemours Accounts Payable", the "Closing Chemours Inventory", the "Closing Chemours Fixed Cost Amount" and the "Closing Chemours Capital Expenditures", respectively). The Distribution GCAP Statement shall be calculated in U.S. dollars and consistently with the historical practices used in calculating DuPont GCAP and the applicable GCOA inputs set forth in each of the definitions of Chemours Accounts Receivable, Chemours Accounts Payable, Chemours Inventory, Chemours Fixed Cost Amount, and Chemours Capital Expenditures, respectively. A sample DuPont GCAP statement is included as Exhibit I hereto. For the avoidance of doubt, any items included on Schedule 1.1(18) shall not be including in the GCAP Cash-Comparable Items Adjustment.

(ii) DuPont shall have ten (10) Business Days following receipt of the Distribution GCAP Statement to review such statement and to notify Chemours, in writing, if DuPont disputes any of the amounts set forth on the Distribution GCAP Statement (the "Distribution GCAP Statement Dispute Notice"), specifying the reasons therefor in reasonable detail.

(iii) Subject to the terms set forth in Section 7.6, in connection with DuPont's review of the Distribution GCAP Statement, DuPont and its representatives shall have reasonable access, during normal business hours and upon reasonable notice, to all relevant work papers, schedules, memoranda and other documents prepared by Chemours or its representatives in connection with its preparation of the Distribution GCAP Statement and to finance personnel of Chemours and any other information that DuPont or its representatives reasonably requests, and Chemours shall cooperate with DuPont and its representatives in connection therewith.

(iv) In the event that DuPont shall deliver a Distribution GCAP Statement Dispute Notice to Chemours, Chemours and DuPont shall cooperate in good faith to resolve such dispute as promptly as practicable and, upon such resolution, if any, any adjustments to the Closing Chemours Accounts Receivable, the Closing Chemours Accounts Payable, the Closing Chemours Inventory, the Closing Chemours Fixed Cost Amount or the Closing Chemours Capital Expenditures shall be made in accordance with the written agreement of Chemours and DuPont. Subject to the terms set forth in Section 7.6, in connection with Chemours' review of the Distribution GCAP Statement Dispute Notice, Chemours and its representatives shall have reasonable access, during normal business hours and upon reasonable notice, to all relevant work papers, schedules, memoranda and other documents prepared by DuPont or its representatives in connection with DuPont's preparation of the Distribution GCAP Statement Dispute Notice and to finance personnel of DuPont and any other information that Chemours or its representatives reasonably requests, and DuPont shall cooperate with Chemours and its representatives in connection therewith. If Chemours and DuPont are unable to resolve any such dispute within ten (10) Business Days (or such longer period as Chemours and DuPont shall mutually agree in writing) of DuPont's delivery of such Distribution GCAP Statement Dispute Notice, such dispute shall be resolved by the Independent Accounting Firm, and the final determination of such Independent Accounting Firm with regard to the matters referenced in the Distribution GCAP Statement Dispute Notice shall be final and binding on the Parties as from the date rendered. Any expenses relating to the engagement of the Independent Accounting Firm in respect of its services pursuant to this Section 2.13(c) shall be shared equally by DuPont and Chemours. The Independent Accounting Firm shall be instructed to complete the performance of its services as promptly as practicable, but in any event, no later than December 1, 2015. The Closing Chemours Accounts Receivable, the Closing Chemours Accounts Payable, the Closing Chemours Inventory, the Closing Chemours Fixed Cost Amount or the Closing Chemours Capital Expenditures, (i) if no Distribution GCAP Statement Dispute Notice has been timely delivered by DuPont in accordance with Section 2.13(c)(ii), as originally submitted by Chemours, or (ii) if a Distribution GCAP Statement Dispute Notice has been timely delivered by DuPont, as adjusted pursuant to the resolution of such dispute in accordance with this Section 2.13(c), shall be deemed to be the "Final Chemours Accounts Receivable," the "Final Chemours Accounts Payable," the "Final Chemours Inventory," the "Final Chemours Fixed Cost Amount" and the "Final Chemours Capital Expenditures," respectively.

(v) If the sum of (A) the Final Chemours Accounts Receivables minus the Target Chemours Accounts Receivable Amount, plus (B) the Target Chemours Accounts Payable Amount minus the Final Chemours Accounts Payable, plus (C) the Final Chemours Inventory minus the Target Chemours Inventory, plus (D) the product of (x) the Final Chemours Fixed Cost Amount minus the Target Chemours Fixed Cost Amount multiplied by (y) the Fixed Cost Tax Rate, plus (E) the Final Chemours Capital Expenditures minus the Target Chemours Capital Expenditures is a positive number, such amount (the "Final GCAP Cash-Comparable Items Adjustment Amount" and, together with the Preliminary Cash Adjustment, the "Cash Adjustment"), plus any interest accrued in accordance with Section 2.13(d), shall be paid by Chemours to DuPont in accordance with Section 2.13(c)(vi). If the sum of the foregoing (A) through (E) is not a positive number, no payment shall be made by either Party in accordance with this Section 2.13(c).

(vi) Chemours shall, upon the determination of the Final GCAP Cash-Comparable Items Adjustment Amount pursuant to this Section 2.13(c), but in any event no later than December 31, 2015, make payment to the other by wire transfer in immediately available funds of the amount payable by Chemours in accordance with Section 2.13(c)(v)

(d) Any payments made by Chemours or DuPont with respect to the Cash Adjustment shall accrue interest from the Distribution Date to the date of payment at a rate equal to LIBOR. Such interest shall be calculated based on a year of 365 days and the number of days elapsed since the Distribution Date. Any payment made in accordance with this Section 2.13 shall be treated in accordance with the terms of Section 10.21.

## ARTICLE III

## CERTAIN ACTIONS AT OR PRIOR TO THE DISTRIBUTIONS

Section 3.1 Organizational Documents. At or prior to the Effective Time, all necessary actions shall be taken to adopt the form of amended and restated certificate of incorporation and bylaws filed by Chemours with the Commission as exhibits to the Form 10, to be effective as of the Effective Time.

Section 3.2 Directors. At or prior to the Effective Time, DuPont shall take all necessary action to cause the board of directors of Chemours to include, at the Effective Time, the individuals identified in the Information Statement as director nominees of Chemours.

Section 3.3 Officers. At or prior to the Effective Time, DuPont shall take all necessary action to cause the individuals identified as such in the Information Statement to be officers of Chemours as of the Effective Time.

Section 3.4 Resignations and Removals.

(a) On or prior to the Distribution Date or as soon thereafter as practicable, (i) DuPont shall cause all its employees and any employees of its Subsidiaries (excluding any employees of any member of the Chemours Group) to resign or be removed, effective as of the Effective Time, from all positions as officers or directors of any member of the Chemours Group in which they serve, and (ii) Chemours shall cause all its employees and any employees of its Subsidiaries to resign, effective as of the Effective Time, from all positions as officers or directors of any members of the DuPont Group in which they serve.

(b) No Person shall be required by any Party to resign from any position or office with another Party if such Person is disclosed in the Information Statement as the Person who is to hold such position or office following the Distribution.

Section 3.5 Ancillary Agreements. At or prior to the Effective Time, DuPont and Chemours shall enter into, and/or (where applicable) shall cause a member or members of their respective Groups to enter into, the Ancillary Agreements.

## ARTICLE IV

## THE DISTRIBUTION

Section 4.1 Stock Dividend to DuPont Stockholders; Distribution. On or prior to the Effective Time, in connection with the Distribution, including the transfer of the Chemours Assets to the Chemours Group in the Internal Reorganization whenever made, Chemours shall issue to DuPont as a stock dividend such number of shares of Chemours Common Stock (or DuPont and Chemours shall take or cause to be taken such other appropriate actions to ensure that DuPont has the requisite number of shares of Chemours Common Stock) as may be requested by DuPont after consultation with Chemours in order to effect the Distribution, which shares as of the date of issuance shall represent (together with such shares previously held by DuPont) all of the issued and outstanding shares of Chemours Common Stock. Subject to the conditions and other terms set forth in this Article IV, DuPont shall cause the Distribution Agent on the Distribution Date to make the Distribution, including by crediting the appropriate number of shares of Chemours Common Stock to book entry accounts for each Record Holder or designated transferee or transferees of such Record Holder. For Record Holders who own DuPont Common Stock through a broker or other nominee, their shares of Chemours Common Stock will be credited to their respective accounts by such broker or nominee. No action by any Record Holder (or such Record Holder's designated transferee or transferees) shall be necessary to receive the applicable number of shares of Chemours Common Stock (and, if applicable, cash in lieu of any fractional shares) such stockholder is entitled to in the Distribution.

Section 4.2 Fractional Shares. Record Holders who, after aggregating the number of shares of Chemours Common Stock (or fractions thereof) to which such stockholder would be entitled on the Record Date, would be entitled to receive a fraction of a share of Chemours Common Stock in the Distribution, will receive cash in lieu of fractional shares. Fractional shares of Chemours Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. The Distribution Agent shall, as soon as practicable after the Distribution Date (a) determine the number of whole shares and fractional shares of Chemours Common Stock allocable to each Record Holder, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests, and (c) distribute to each such holder, or for the benefit of each such beneficial owner, such holder's or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of Chemours Common Stock after making appropriate deductions for any amount required to be withheld for United States federal income tax purposes. DuPont shall bear the cost of brokerage fees and transfer Taxes incurred in connection with these sales of fractional shares, which such sales shall occur as soon after the Distribution Date as practicable and as determined by the Distribution Agent. None of DuPont, Chemours or the applicable Distribution Agent will guarantee any minimum sale price for the fractional shares of Chemours Common Stock. Neither DuPont nor Chemours will pay any interest on the proceeds from the sale of fractional shares. The Distribution Agent will have the sole discretion to select the broker-dealers through which to sell the aggregated fractional shares and to determine when, how and at what price to sell such shares. Neither the Distribution Agent nor the selected broker-dealers will be Affiliates of DuPont or Chemours.

Section 4.3 Actions in Connection with the Distribution.

(a) Prior to the Distribution Date, Chemours shall file such amendments and supplements to its Form 10 as DuPont may reasonably request, and such amendments as may be necessary in order to cause the same to become and remain effective as required by Law, including filing such amendments and supplements to its Form 10 as may be required by the Commission or federal, state or foreign securities Laws. DuPont shall, or at DuPont's election, Chemours shall, mail (or deliver by electronic means where not prohibited by Law) to the holders of DuPont Common Stock, at such time on or prior to the Distribution Date as DuPont shall determine, the Information Statement included in its Form 10 (or a Notice of Internet Availability of the Information Statement), as well as any other information concerning Chemours, its business, operations and management, the transaction contemplated herein and such other matters as DuPont shall reasonably determine are necessary and as may be required by Law. Promptly after receiving a request from DuPont, Chemours shall prepare and, in accordance with applicable Law, file with the Commission any such documentation that DuPont reasonably determines is necessary or desirable to effectuate the Distribution, and DuPont and Chemours shall each use commercially reasonable efforts to obtain all necessary approvals from the Commission with respect thereto as soon as practicable.

(b) Chemours shall use commercially reasonable efforts in preparing, filing with the Commission and causing to become effective, as soon as reasonably practicable (but in any case prior to the Effective Time), an effective registration statement or amendments thereof which are required in connection with the establishment of, or amendments to, any employee benefit plans of Chemours.

(c) To the extent not already approved and effective, Chemours shall use commercially reasonable efforts to have approved and made effective, the application for the original listing on the NYSE of the Chemours Common Stock to be distributed in the Distribution, subject to official notice of distribution.

(d) To the extent not already completed, Chemours shall use its commercially reasonable efforts to take all necessary actions to effect the issuance of the Debt-for-Debt Indebtedness, complete the Debt-for-Debt Exchange, and take all other actions to effectuate the transactions contemplated by the Chemours Financing Arrangements, pursuant to the terms and conditions of the agreements governing the foregoing.

(e) Nothing in this Section 4.3 shall be deemed to shift or otherwise impose Liability for any portion of Chemours' Form 10 or Information Statement to DuPont.

Section 4.4 Sole Discretion of DuPont. DuPont, in its sole and absolute discretion, shall determine the Distribution Date, the Effective Time and all other terms of the Distribution, including the form, structure and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation thereof. In addition, DuPont may, in accordance with Section 10.10, at any time and from time to time until the completion of the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution. Without limiting the foregoing, DuPont shall have the right not to complete the Distribution if, at any time prior to the Effective Time, the Board shall have determined, in its sole discretion, that the Distribution is not in the best interests of DuPont or its stockholders, that a sale or other alternative is in the best interests of DuPont or its stockholders or that it is not advisable at that time for Chemours Business to separate from DuPont.

Section 4.5 Conditions to Distribution. Subject to Section 4.4, the obligation of DuPont to consummate the Distribution is subject to the prior or simultaneous satisfaction, or, to the extent permitted by applicable Law, waiver by DuPont, in its sole and absolute discretion, of the following conditions. None of Chemours, any other member of the Chemours Group, or any third party shall have any right or claim to require the consummation of the Distribution, which shall be effected at the sole discretion of the Board. Any determination made by DuPont prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.5 shall be conclusive and binding on the Parties hereto. The conditions are for the sole benefit of DuPont and shall not give rise to or create any duty on the part of DuPont or the Board to waive or not waive any such condition. Each Party will use its commercially reasonable efforts to keep the other Party apprised of its efforts with respect to, and the status of, each of the following conditions:

(a) the making of the Chemours Financing Cash Distribution, and the determination by DuPont in its sole discretion that following the separation it will have no further liability or obligation whatsoever under any financing arrangements that Chemours will be entering into in connection with the separation;

(b) the Commission shall have declared effective the Form 10, of which the information statement forms a part, and no stop order relating to the registration statement will be in effect, no proceedings seeking such stop order shall be pending before or threatened by the Commission, and the information statement (or the Notice of Internet Availability of the Information Statement) shall have been distributed to holders of DuPont Common Stock;

(c) the Chemours Common Stock shall have been approved and accepted for listing by the NYSE, subject to official notice of issuance;

(d) the receipt and continued validity of the private letter ruling from the U.S. Internal Revenue Service and the opinion of DuPont tax counsel, in form and substance acceptable to DuPont, substantially to the effect that, among other things, the Contribution and Distribution will, based upon and subject to the assumptions, representations and qualifications set forth therein, qualify as a tax-free transaction under Section 355 and Section 368(a)(1)(D) of the Code, and certain transactions related to the transfer of assets and liabilities to Chemours in connection with the separation will not result in the recognition of any gain or loss to DuPont, Chemours or their stockholders;

(e) the receipt of an opinion from an independent appraisal firm to the Board confirming the solvency of each of DuPont and Chemours after the Distribution and, as to the compliance by DuPont in declaring to pay the Distribution, with surplus requirements under Delaware corporate law, that is in form and substance acceptable to DuPont in its sole discretion;

(f) all permits, registrations and consents required under the securities or blue sky laws of states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution shall have been received;

(g) no order, injunction, or decree issued by any Governmental Entity of competent jurisdiction, or other legal restraint or prohibition preventing the consummation of the Distribution or any of the related transactions shall be pending, threatened, issued or in effect, and no other event outside the control of DuPont shall have occurred or failed to occur that prevents the consummation of all or any portion of the Distribution;

(h) the Internal Reorganization shall have been effectuated prior to the Distribution, except for such steps (if any) as DuPont in its sole discretion shall have determined need not be completed or may be completed after the Effective Time;

(i) the Board shall have declared the Distribution and approved all related transactions (and such declaration or approval shall not have been withdrawn);

(j) DuPont shall have elected the board of directors of Chemours, as described in the Form 10, immediately prior to the Distribution;

(k) Chemours shall have entered into all Ancillary Agreements in connection with the Distribution and certain financing arrangements prior to or concurrent with the Distribution; and

(l) no events or developments shall have occurred or shall exist that, in the sole and absolute judgment of the Board, make it inadvisable to effect the Distribution or would result in the Distribution and related transactions not being in the best interest of DuPont or its stockholders.

## ARTICLE V

## CERTAIN COVENANTS

Section 5.1 Cooperation. From and after the Effective Time, and subject to the terms of and limitations contained in this Agreement and the Ancillary Agreements, each Party shall, and shall cause each of its respective Affiliates and employees to, (i) provide reasonable cooperation and assistance to the other Party (and any member of its respective Group) in connection with the completion of the transactions contemplated herein and in each Ancillary Agreement, (ii) reasonably assist the other Party in the orderly and efficient transition in becoming an independent company to the extent set forth in the Transition Services Agreement or the applicable site services agreements or as otherwise set forth herein (including, but not limited to, complying with Articles VI, VII and IX) and (iii) reasonably assist the other Party to the extent such Party is providing or has provided services, as applicable, pursuant to the Transition Services Agreement or the applicable site services agreements, in connection with requests for information from, audits or other examinations of, such other Party by a Governmental Entity; in each case, except as otherwise set forth in this Agreement or may otherwise be agreed to by the Parties in writing, at no additional cost to the Party requesting such assistance other than for the actual out-of-pocket costs (which shall not include the costs of salaries and benefits of employees of such Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing) incurred by any such Party, if applicable.

Section 5.2 Retained Names.

(a) Except for the use of DuPont Retained Names set forth on Schedule 5.2, no later than twenty (20) days following the Distribution Date, Chemours shall, and shall cause the members of the Chemours Group, to change their names and cause their certificates of incorporation and bylaws (or equivalent organizational documents), as applicable, to be amended to remove any reference to the DuPont Retained Names. Following the Distribution Date, Chemours shall, and shall cause the members of the Chemours Group, to, as soon as practicable, but in no event later than eighteen (18) months following the Distribution Date, cease to (i) make any use of any DuPont Retained Names, and (ii) hold themselves out as having any affiliation with DuPont or any members of the DuPont Group. In furtherance thereof, as soon as practicable but in no event later than eighteen (18) months following the Distribution Date, Chemours shall, and shall cause the members of the Chemours Group, to remove, strike over, or otherwise obliterate all DuPont Retained Names from all assets and other materials owned by or in the possession of any member of the Chemours Group, including any vehicles, business cards, schedules, stationery, packaging materials, displays, signs, promotional materials, manuals, forms, websites, email, computer software and other materials and systems; provided, however, that Chemours shall promptly after the Distribution Date post a disclaimer in a form and manner reasonably acceptable to DuPont on the "www.Chemours.com" website informing its customers that as of the Effective Time and thereafter Chemours, and not DuPont, is responsible for the operation of the Chemours Business, including such website and any applicable services. Any use by the members of the Chemours Group of any of the DuPont Retained Names as permitted in this Section 5.2(a) is subject to their use of the DuPont Retained Names in a form and manner, and with standards of quality, of that in effect for the DuPont Retained Names as of the Distribution Date. Chemours and the members of the Chemours Group shall not use the DuPont Retained Names in a manner that may reflect negatively on such name and marks or on DuPont or any member of the DuPont Group. Upon expiration or termination of the rights granted to the Chemours Group pursuant to this Section, Chemours hereby assigns, and shall cause the other members of the Chemours Group to assign, to DuPont their rights (if any) to any Trademarks forming a part of or associated with the DuPont Retained Names. DuPont shall have the right to terminate the foregoing license, effective immediately, if any member of the Chemours Group fails to comply with the foregoing terms and conditions or otherwise fails to comply with any reasonable direction of DuPont in relation to use of the DuPont Retained Names. Chemours shall indemnify, defend and hold harmless DuPont and the members of the DuPont Group from and against any and all Indemnifiable Losses arising from or relating to the use by any member of the Chemours Group of the DuPont Retained Names pursuant to this Section 5.2(a).

(b) Each of the Parties acknowledges and agrees that the remedy at Law for any breach of the requirements of this Section 5.2 would be inadequate and agrees and consents that without intending to limit any additional remedies that may be available, DuPont and the members of the DuPont Group shall be entitled to a temporary or permanent injunction, without proof of actual damage or inadequacy of legal remedy, and without posting any bond or other undertaking, in any Action which may be brought to enforce any of the provisions of this Section 5.2.

Section 5.3 CFATS Plan Compliance. From and after the date of this Agreement, Chemours shall take any and all actions as required by the CFATS Plans associated with their chemicals of interest, including the payment of costs and expenses associate therewith, for the periods as set forth in such plans. To the extent DuPont owns any chemicals of interest at Shared Sites, DuPont will cooperate with Chemours to the extent necessary to comply with the CFATS regulations. Notwithstanding anything to the contrary in this Agreement, with regard to any actions to be taken with regard to CFATS compliance, in the event of any conflict between this Agreement, on the one hand, and any site services agreement, on the other hand, the terms and conditions of the applicable site services agreement shall govern.

Section 5.4 Non-Competition. Commencing on and for a period of five (5) years following the Effective Time (the "Non-Competition Period"), Chemours shall not, and shall cause the other members of the Chemours Group not to, directly or indirectly, develop, design, manufacture, have manufactured, market, distribute, offer for sale or sell, or otherwise engage in any activities related to any Products or Services or hold any ownership interest in any Person who engages in, or license any rights to or otherwise assist any Person to engage in, such activities (the "Prohibited Activities").

(a) For purposes of this Section 5.4, "Products or Services" shall mean each of:

(i) Fluoropolymers and Fluoropolymer containing films (single or multi-layer) (a) for Backsheets for Photovoltaic Modules, (b) for Aircraft and Railcraft Surfaces and (c) for use in Holographic Products;

(ii) Perfluorinated Elastomers;

(iii) Fluorinated Ionomer Products for use in any layer coupled to the backplane of Organic Light Emitting Diodes (OLEDs) and OLED Displays;

(iv) VF Products; and

(v) DSS Services.

(b) Notwithstanding the foregoing, the parties agree that nothing herein shall prohibit Chemours from:

(i) acquiring or investing in any Person, or the assets thereof, if less than five percent (5%) of each of the gross revenues, assets and income of such Person or assets (based on such Person's latest annual audited consolidated financial statements) are related to or were derived from any of the Prohibited Activities; provided, that either (x) upon the consummation of any such acquisition or investment, Chemours shall, from and after the consummation of such acquisition or investment, cease, or cause to be ceased, all operations with regard to any Prohibited Activities and shall not, and shall agree, from and after the time of consummation of the acquisition or investment, not to, use, accept or hold for use, integrate into Chemours, or otherwise have any access to, any Assets or Intellectual Property used or held for use with respect to any Prohibited Activities and to decommission any such Assets or Intellectual Property, and Chemours shall deliver a certificate to DuPont upon the consummation of such acquisition or investment certifying that they have complied with this Section 5.4(b)(i)(x), or (y) as soon as reasonably practicable, but in any case within one year of such acquisition, Chemours or any members of the Chemours Group shall enter into a definitive agreement to divest themselves of all or substantially all of the assets or operations so acquired that are engaged in any of the Prohibited Activities (and use commercially reasonable efforts to consummate such transaction as soon as reasonably practicable thereafter); provided, that such divesture is consummated as soon as reasonably practicable, but in any case, within one year of entering into such definitive agreement. To the extent Chemours determines to divest any such business or Assets in accordance with the preceding Section 5.4(b)(i)(y), during the time prior to the consummation of such divestiture, Chemours shall take all actions to hold separate and not otherwise integrate into the Chemours, shall not have any separate access to, and shall not in any way use or accept for use, or otherwise receive access to any Assets or Information of the Person with regard to the Products or Services; or

(ii) acquiring or investing in any equity interest in any Person by any bona fide employee benefit plan of Chemours.

(c) To the extent that any third party acquires, directly or indirectly, any Chemours Assets (other than acquisitions of inventory in the ordinary course of business of Chemours outside of the Prohibited Activities) or Information (including Information known by employees of Chemours that become employed by such third-party acquiror or its Affiliates by virtue of the underlying transaction) that relate to, or are used or useful in, directly or indirectly, any Prohibited Activities, such third party acquiror and its Affiliates (including any direct or indirect parent companies or equityholder entities) (collectively, the "Non-Compete Acquirors") shall agree in writing, upon the consummation of such transaction, to be bound by, and shall be bound by, the terms of this Section 5.4 with regard to any and all Products or Services and shall not engage in, and shall cease any and all Prohibited Activities, including any such Prohibited Activities that were initiated before or independently of such acquisition of Chemours Assets or Information; provided that if the Chemours Assets or Information acquired in any such transaction relates only to specific Products or Services, the limitations of this Section 5.4 on any Non-Compete Acquiror shall only be applicable with regard to such specific Products or Services.

(d) Notwithstanding anything to the contrary contained herein (including Section 5.4(c)), to the extent any Non-Compete Acquiror acquires, directly or indirectly, (i) greater than 50% of both the voting power and equity interests of Chemours or (ii) a majority of the Chemours Assets, such Non-Compete Acquirors shall agree in writing, upon the consummation of such transaction, to be bound by, and shall be bound by, the provision of this Section 5.4, and shall cease any and all Prohibited Activities, including any such Prohibited Activities that were initiated before or independently of such acquisition of Chemours Assets or Information.

(e) With regard to any transaction consummated in accordance with Sections 5.4(c) or (d), DuPont shall be named as an intended third-party beneficiary with respect to such transaction, with rights of direct enforcement with respect to the matters addressed in this Section 5.4. Any transaction undertaken by Chemours in violation of this Section 5.4 shall be null and void ab initio.

## ARTICLE VI

## INDEMNIFICATION

Section 6.1 Release of Pre-Distribution Claims.

(a) Except (i) as provided in Section 6.1(b), (ii) as may be otherwise expressly provided in this Agreement or in any Ancillary Agreement and (iii) for any matter for which any Party is entitled to indemnification pursuant to this Article VI:

(i) DuPont, for itself and each member of the DuPont Group, its Affiliates as of the Effective Time and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time were directors, officers, agents or employees of any member of the DuPont Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge Chemours and the other members of the Chemours Group, its Affiliates and all Persons who at any time prior to the Effective Time were stockholders, directors, officers, agents or employees of any member of the Chemours Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all DuPont Retained Liabilities, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Effective Time, including in connection with the Internal Reorganization and the Distribution and any of the other transactions contemplated hereunder and under the Ancillary Agreements (such liabilities, the "DuPont Released Liabilities") and in any event shall not, and shall cause its respective Subsidiaries not to, bring any Action against any member of the Chemours Groups in respect of any DuPont Released Liabilities; provided, however, that nothing in this Section 6.1(a)(i) shall relieve any Person released in this Section 6.1(a)(i) who, after the Effective Time, is a director, officer or employee of any member of the Chemours Group and is no longer a director, officer or employee of any member of the DuPont Group from Liabilities arising out of, relating to or resulting from his or her service as a director, officer or employee of any member of the Chemours Group after the Effective Time. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit DuPont, any member of the DuPont Group, or their respective Affiliates from commencing any Actions against any Chemours officer, director, agent or employee, or their respective heirs, executors, administrators, successors and assigns with regard to matters arising from, or relating to, (i) theft of DuPont Know-How or (ii) intentional criminal acts by any such officers, directors, agents or employees.

(ii) Chemours, for itself and each member of the Chemours Group, its Affiliates as of the Effective Time and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time were directors, officers, agents or employees of any member of the Chemours Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge DuPont and the other members of the DuPont Group, its Affiliates and all Persons who at any time prior to the Effective Time were stockholders, directors, officers, agents or employees of any member of the DuPont Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all Chemours Liabilities, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Effective Time, including in connection with the Internal Reorganization and the Distribution and any of the other transactions contemplated hereunder and under the Ancillary Agreements (such liabilities, the "Chemours Released Liabilities") and in any event shall not, and shall cause its respective Subsidiaries not to, bring any Action against any member of the DuPont Group in respect of any Chemours Released Liabilities; provided, however that for purposes of this Section 6.1(a)(ii), the members of the Chemours Group shall also release and discharge any officers or other employees of any member of the DuPont Group, to the extent any such officers or employees served as a director or officer of any members of the Chemours Group prior to the Distribution, from any and all Liability, obligation or responsibility for any and all past actions or failures to take action, in each case in their capacity as a director or officer of any such member of the Chemours Group, prior to the date of the Distribution, including actions or failures to take action that may be deemed to have been negligent or grossly negligent.

(b) Nothing contained in this Agreement, including Section 6.1(a), Section 2.4(a) or Section 2.5, shall impair or otherwise affect any right of any Party and, as applicable, a member of such Party's Group, as well as their respective heirs, executors, administrators, successors and assigns, to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings contemplated in this Agreement or in any Ancillary Agreement to continue in effect after the Effective Time. In addition, nothing contained in Section 6.1(a) shall release any person from:

(i) any Liability Assumed, Transferred or allocated to a Party or a member of such Party's Group pursuant to or as contemplated by, or any other Liability of any member of such Group under, this Agreement or any Ancillary Agreement including (A) with respect to DuPont, any DuPont Retained Liability and (B) with respect to Chemours, any Chemours Liability;

(ii) any Liability provided for in or resulting from any other Contract or understanding that is entered into after the Effective Time between any Party (and/or a member of such Party's or Parties' Group), on the one hand, and any other Party or Parties (and/or a member of such Party's or Parties' Group), on the other hand;

(iii) any Liability with respect to any Continuing Arrangements;

(iv) any Liability that the Parties may have with respect to indemnification pursuant to this Agreement or otherwise for Actions brought against the Parties by third Persons, which Liability shall be governed by the provisions of this Agreement and, in particular, this Article VI and, if applicable, the appropriate provisions of the Ancillary Agreements; and

(v) any Liability the release of which would result in a release of any Person other than the Persons released in Section 6.1(a); provided that the Parties agree not to bring any Action or permit any other member of their respective Group to bring any Action against a Person released in Section 6.1(a) with respect to such Liability.

In addition, nothing contained in Section 6.1(a) shall release DuPont from indemnifying any director, officer or employee of Chemours who was a director, officer or employee of DuPont or any of its Affiliates prior to the Distribution Date, as the case may be, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to then-existing obligations; it being understood that if the underlying obligation giving rise to such Action is a Chemours Liability, Chemours shall indemnify DuPont for such Liability (including DuPont's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VI.

(c) Each Party shall not, and shall not permit any member of its Group to, make any claim for offset, or commence any Action, including any claim of contribution or any indemnification, against any other Party or any member of any other Party's Group, or any other Person released pursuant to Section 6.1(a), with respect to any Liabilities released pursuant to Section 6.1(a).

(d) If any Person associated with a Party (including any director, officer or employee of a Party) initiates any Action with respect to claims released by this Section 6.1, the Party with which such Person is associated shall be responsible for the fees and expenses of counsel of the other Party and/or the members of such Party's Group, as applicable) and such other Party shall be indemnified for all Liabilities incurred in connection with such Action in accordance with the provisions set forth in this Article VI.

Section 6.2 Indemnification by DuPont. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Effective Time, DuPont shall indemnify, defend and hold harmless the Chemours Indemnitees from and against any and all Indemnifiable Losses of the Chemours Indemnitees to the extent relating to, arising out of, by reason of or otherwise in connection with (a) the DuPont Retained Liabilities, including the failure of any member of the DuPont Group or any other Person to pay, perform or otherwise discharge any DuPont Retained Liability in accordance with its respective terms, whether arising prior to, on or after the Effective Time, (b) any DuPont Retained Asset or DuPont Retained Business, whether arising prior to, on or after the Effective Time, or (c) any breach by DuPont of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder.

Section 6.3 Indemnification by Chemours. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Effective Time, Chemours shall and shall cause the other members of the Chemours Group, until such time that any such member has been sold or otherwise transferred in connection with a Disposition Event, to indemnify, defend and hold harmless the DuPont Indemnitees from and against any and all Indemnifiable Losses of the DuPont Indemnitees to the extent relating to, arising out of, by reason of or otherwise in connection with (a) the Chemours Liabilities, including the failure of any member of the Chemours Group or any other Person to pay, perform or otherwise discharge any Chemours Liability in accordance with its respective terms, whether prior to, on or after the Effective Time, (b) any Chemours Asset or Chemours Business, whether arising prior to, on or after the Effective Time, or (c) any breach by Chemours of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder. For purposes of this Agreement, "Disposition Event" shall mean, with respect to any direct or indirect Subsidiary of Chemours, the consummation of any transaction or series of related transactions with regard to such Subsidiary resulting in both (i) Chemours directly or indirectly owning less than 50% of both the voting power and equity interests of such Subsidiary and (ii) receipt of cash consideration by a member of the Chemours Group, provided that such cash consideration shall have been determined, in the good faith judgment of the board of directors of Chemours, to be fair value for the stock or assets sold in any such transaction.

Section 6.4 Procedures for Indemnification.

(a) Direct Claims. Other than with respect to Third Party Claims, which shall be governed by Section 6.4(b), each DuPont Indemnitee and Chemours Indemnitee (each, an "Indemnitee") shall notify in writing, with respect to any matter that such Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement or any Ancillary Agreement, the Party which is or may be required pursuant to this Article VI or pursuant to any Ancillary Agreement to make such indemnification (the "Indemnifying Party"), within forty-five (45) days of such determination, stating in such written notice the amount of the Indemnifiable Loss claimed, if known, and, to the extent practicable, method of computation thereof, and referring to the provisions of this Agreement in respect of which such right of indemnification is claimed by such Indemnitee or arises; provided, however, that the failure to provide such written notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure. The Indemnifying Party will have a period of forty-five (45) days after receipt of a notice under this Section 6.4(a) within which to respond thereto. If the Indemnifying Party fails to respond within such period, the Liability specified in such notice from the Indemnitee shall be conclusively determined to be a Liability of the Indemnifying Party hereunder. If such Indemnifying Party responds within such period and rejects such claim in whole or in part, the disputed matter shall be resolved in accordance with Article VIII.

(b) Third Party Claims. If a claim or demand is made against an Indemnitee by any Person who is not a party to this Agreement (a "Third Party Claim") as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement or any Ancillary Agreement, such Indemnitee shall notify the Indemnifying Party in writing (which notice obligation may be satisfied by providing copies of all notices and documents received by the Indemnitee relating to the Third Party Claim), and in reasonable detail, of the Third Party Claim promptly (and in any event within the earlier of (x) forty-five (45) days or (y) 2 Business Days prior to the final date of the applicable response period under such Third Party Claim) after receipt by such Indemnitee of written notice of the Third Party Claim; provided, however, that the failure to provide notice of any such Third Party Claim pursuant to this or the preceding sentence shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure. Thereafter, the Indemnitee shall deliver to the Indemnifying Party, promptly (and in any event within ten (10) Business Days) after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim. For all purposes of this Section 6.4(b), each Party shall be deemed to have notice of the matters set forth on Schedule 1.1(34)(ix).

(c) Other than in the case of (i) Taxes addressed in the Tax Matters Agreement, which shall be addressed as set forth therein or (ii) indemnification by a beneficiary Party of a guarantor Party pursuant to Section 2.10(c) (the defense of which shall be controlled by the beneficiary Party), the Indemnifying Party shall be entitled, if it so chooses, to assume the defense thereof, and if it does not assume the defense of such Third Party Claim, to participate in the defense of any Third Party Claim in accordance with the terms of Section 6.5 at such Indemnifying Party's own cost and expense and by such Indemnifying Party's own counsel, that is reasonably acceptable to the Indemnitee, within thirty (30) days of the receipt of an indemnification notice from such Indemnitee; provided, however, that the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim to the extent such Third Party Claim (x) is an allegation of a criminal violation or (y) seeks injunctive relief against the Indemnitee. In connection with the Indemnifying Party's defense of a Third Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, at its own expense and, in any event, shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent Information, materials and information in such Indemnitee's possession or under such Indemnitee's control relating thereto as are reasonably required by the Indemnifying Party; provided, however, that in the event of a conflict of interest between the Indemnifying Party and the applicable Indemnitee(s), or in the event that any Third Party Claim seeks equitable relief which would restrict or limit the future conduct of the Indemnitee's business or operations, such Indemnitee(s) shall be entitled to retain, at the Indemnifying Party's expense, separate counsel as required by the applicable rules of professional conduct with respect to such matter; provided, further, that if the Indemnifying Party has assumed the defense of the Third Party Claim but has specified, and continues to assert, any reservations or exceptions to such defense or to its liability therefor, then, in any such case, the reasonable fees and expenses of one separate counsel for all Indemnitees shall be borne by the Indemnifying Party. The Indemnifying Party shall have the right to compromise or settle a Third Party Claim the defense of which it shall have assumed pursuant to this Section 6.4(c) and any such settlement or compromise made or caused to be made of a Third Party Claim in accordance with this Article VI shall be binding on the Indemnified Party, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise. Notwithstanding the foregoing sentence, the Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party unless such settlement (A) completely and unconditionally releases the Indemnitee in connection with such matter, (B) provides relief consisting solely of money damages borne by the Indemnifying Party and (C) does not involve any admission by the Indemnified Party of any wrongdoing or violation of Law.

(d) If an Indemnifying Party fails for any reason to assume responsibility for defending a Third Party Claim within the period specified in this Section 6.4, such Indemnitee may defend such Third Party Claim at the cost and expense of the Indemnifying Party. If an Indemnifying Party has failed to assume the defense of the Third Party Claim within the time period specified in clause (c) above, it shall not be a defense to any obligation to pay any amount in respect of such Third Party Claim that the Indemnifying Party was not consulted in the defense thereof, that such Indemnifying Party's views or opinions as to the conduct of such defense were not accepted or adopted, that such Indemnifying Party does not approve of the quality or manner of the defense thereof or that such Third Party Claim was incurred by reason of a settlement rather than by a judgment or other determination of liability.

(e) Except as otherwise set forth in Section 7.6, or to the extent set forth in any Ancillary Agreement, absent fraud or willful misconduct by an Indemnifying Party, the indemnification provisions of this Article VI shall be the sole and exclusive remedy of an Indemnitee for any monetary or compensatory damages or losses resulting from any breach of this Agreement or any Ancillary Agreement and each Indemnitee expressly waives and relinquishes any and all rights, claims or remedies such Person may have with respect to the foregoing other than under this Article VI against any Indemnifying Party. For the avoidance of doubt, all disputes in respect of this Article VI shall be resolved in accordance with Article VIII.

(f) Notwithstanding the foregoing, to the extent any Ancillary Agreement provides procedures for indemnification that differ from the provisions set forth in this Section 6.4, the terms of the Ancillary Agreement will govern.

(g) The provisions of this Article VI shall apply to Third Party Claims that are already pending or asserted as well as Third Party Claims brought or asserted after the date of this Agreement. There shall be no requirement under this Section 6.4 to give a notice with respect to any Third Party Claim that exists as of the Effective Time. The Parties acknowledge that Liabilities for Actions (regardless of the parties to the Actions) may be partly DuPont Liabilities and partly Chemours Liabilities. If the Parties cannot agree on the allocation of any such Liabilities for Actions, they shall resolve the matter pursuant to the procedures set forth in Article VIII. Neither Party shall, nor shall either Party permit its Subsidiaries to, file Third Party claims or cross-claims against the other Party or its Subsidiaries in an Action in which a Third Party Claim is being resolved.

Section 6.5 Cooperation in Defense and Settlement.

(a) With respect to any Third Party Claim that implicates both Parties in any material respect due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements, the Parties agree to use commercially reasonable efforts to cooperate fully and maintain a joint defense (in a manner that, to the extent reasonably practicable, will preserve for all Parties any Privilege with respect thereto). The Party that is not responsible for managing the defense of any such Third Party Claim shall, upon reasonable request, be consulted with respect to significant matters relating thereto and may, if necessary or helpful, retain counsel to assist in the defense of such claims. Notwithstanding the foregoing, nothing in this Section 6.5(a) shall derogate from any Party's rights to control the defense of any Action in accordance with Section 6.4

(b) Notwithstanding anything to the contrary in this Agreement, with respect to any Action (i) by a Governmental Entity against Chemours relating to matters involving anti-bribery, anti-corruption, anti-money laundering, export control and similar laws, where the facts and circumstances giving rise to the Action occurred prior to the Effective Time or (ii) where the resolution of such Action by order, judgment, settlement or otherwise, could include any condition, limitation or other stipulation that could, in the reasonable judgment of DuPont, adversely impact the conduct of the DuPont Retained Businesses or result in an adverse change to DuPont at shared locations where Chemours and DuPont have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies or at non-shared locations where the resolution of such Action may have precedential adverse effect on then current DuPont operating agreements, governmental permits or independent obligations to a Governmental Entity, DuPont shall have, at DuPont's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Action, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by Chemours to any Third Party involved in such Action (including any Governmental Entity), to the extent that DuPont's participation does not affect any privilege in a material and adverse manner; provided that to the extent that any such action requires the submission by Chemours of any content relating to any current or former officer or director of DuPont, such content will only be submitted in a form approved by DuPont in its reasonable discretion. With regard to the matters specified in the preceding clauses (i) and (ii), DuPont shall have a right to consent to any compromise or settlement related thereto.

(c) Each of DuPont and Chemours agrees that at all times from and after the Effective Time, if an Action is commenced by a third party naming two (2) or more Parties (or any member of such Parties' respective Groups) as defendants and with respect to which one or more named Parties (or any member of such Party's respective Group) is a nominal defendant and/or such Action is otherwise not a Liability allocated to such named Party under this Agreement or any Ancillary Agreement, then the other Party or Parties shall use commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable.

Section 6.6 Indemnification Payments. Indemnification required by this Article VI shall be made by periodic payments of the amount of Indemnifiable Losses in a timely fashion during the course of the investigation or defense, as and when bills are received or an Indemnifiable Loss incurred.

Section 6.7 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Any recovery by any Indemnified Party for any Indemnifiable Loss subject to indemnification pursuant to this Article VI shall be calculated (i) net of Insurance Proceeds actually received by such Indemnified Party with respect to any Indemnifiable Loss such proceeds shall be reduced by the present value, based on that Party's then cost of short term borrowing of future premium increases known at such time) and (ii) net of any proceeds actually received by the Indemnitee from any third party with respect to any such Liability corresponding to the Indemnifiable Loss ("Third Party Proceeds"). Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article VI to any Indemnitee pursuant to this Article VI shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee corresponding to the related Indemnifiable Loss. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party corresponding to any Indemnifiable Loss (an "Indemnity Payment") and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) Any Indemnity Payment shall be increased as necessary so that after making all payments corresponding to Taxes imposed on or attributable to such Indemnity Payment, the Indemnitee receives an amount equal to the sum it would have received had no such Taxes been imposed.

(c) Insurers and Other Third Parties Not Relieved. The Parties hereby agree that an insurer or other Third Party that would otherwise be obligated to pay any amount shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of any provision contained in this Agreement or any Ancillary Agreement, and that no insurer or any other Third Party shall be entitled to a "windfall" (e.g., a benefit they would not otherwise be entitled to receive, or the reduction or elimination of an insurance coverage obligation that they would otherwise have, in the absence of the indemnification or release provisions) by virtue of any provision contained in this Agreement or any Ancillary Agreement. Each Party shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to collect or recover, or allow the Indemnifying Party to collect or recover, or cooperate with each other in collecting or recovering, any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification may be available under this Article VI. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Actions to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

Section 6.8 Contribution. If the indemnification provided for in this Article VI is unavailable for any reason to an Indemnitee (other than failure to provide notice with respect to any Third Party Claims in accordance with Section 6.4(b)) in respect of any Indemnifiable Loss, then the Indemnifying Party shall, in accordance with this Section 6.8, contribute to the Indemnifiable Losses incurred, paid or payable by such Indemnitee as a result of such Indemnifiable Loss in such proportion as is appropriate to reflect the relative fault of Chemours and each other member of the Chemours Group, on the one hand, and DuPont and each other member of the DuPont Group, on the other hand, in connection with the circumstances which resulted in such Indemnifiable Loss. With respect to any Indemnifiable Losses arising out of or related to information contained in the Distribution Disclosure Documents or other securities law filing, the relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact relates to information supplied by the Chemours Business of a member of the Chemours Group, on the one hand, or the DuPont Business or a member of the DuPont Group, on the other hand.

Section 6.9 Additional Matters; Survival of Indemnities.

(a) The indemnity agreements contained in this Article VI shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee; and (ii) the knowledge by the Indemnitee of Indemnifiable Losses for which it might be entitled to indemnification hereunder. The indemnity agreements contained in this Article VI shall survive the Distribution.

(b) The rights and obligations of any member of the DuPont Group or any member of the Chemours Group, in each case, under this Article VI shall survive (i) the sale or other Transfer by any Party or its respective Subsidiaries of any Assets or businesses or the assignment by it of any Liabilities, with respect to any Indemnifiable Loss of any Indemnitee related to such Assets, businesses or Liabilities and (ii) except for any indemnification obligations of any Chemours Indemnitee (other than Chemours) that is the subject of a Disposition Event, any merger, consolidation, business combination, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of its Subsidiaries.

Section 6.10 Environmental Matters.

(a) Exchange of Information. Without limiting any other provision of this Agreement, each of DuPont and Chemours agrees to provide, or cause to be provided, at any time before, on, or after the Effective Time, as soon as reasonably practicable after written request therefore, reasonable access to any non-privileged information in the possession or under the control of such respective Group and reasonable access to its employees to the extent that (i) such information relates to, or such employees have relevant knowledge regarding, specific alleged Environmental Liabilities, including the requesting party's alleged or potential link to environmental contamination at an Off-Site Location or real property that was allegedly owned or operated by the DuPont Group and any operating group, business unit, division, Subsidiary, line of business or investment of DuPont or any of its Subsidiaries (including any member of the Chemours Group) prior to the Effective Time; or (ii) such information relates to, or such employees have relevant knowledge regarding, the impact that any alleged Environmental Liability could have on the operations, activities or liability exposure of the requesting party; and (iii) the information and access to employees can be provided without significant disruption to the Group's business or operations.

(b) Substitution.

(i) Chemours shall use its best efforts to obtain any consents, transfers, assignments, assumptions, waivers, or other legal instruments necessary to cause Chemours or the appropriate subsidiary of Chemours to be fully substituted for DuPont or other member of the DuPont Group with respect to: (i) any order, decree, judgment, agreement or Action with respect to Chemours Assumed Environmental Liabilities that are in effect as of the Effective Time; or (ii) Environmental Permits, financial assurance obligations or instruments, or other environmental approvals or filings associated with the Chemours Assets. Chemours shall inform the applicable Governmental Entity about its assumption of the Environmental Liabilities associated with the matters listed on Section 6.10(b) and request that the Governmental Entities direct all communications, requirements, notifications and/or official letters related to such matters to Chemours. DuPont shall use its best efforts to provide necessary assistance or signatures to Chemours to achieve the purposes of this section.

(ii) Until such time as Chemours and DuPont complete the substitutions outlined in Section 6.10(b)(i) above, Chemours shall comply with all applicable Environmental Laws, including all reporting obligations, and the terms and conditions of all orders, decrees, judgments, agreements, actions, Environmental Permits, financial assurances, obligations, instruments or other environmental approvals or filings that remain in DuPont's name relating to the Chemours Assets and the Chemours Assumed Environmental Liabilities

(c) Responsibility for Management of Certain Environmental Liabilities. Notwithstanding anything to the contrary in this Agreement, the following provisions shall govern the management and administration of the specified Remediation Liabilities and Environmental Compliance Liabilities referred to therein:

(i) Remediation Liabilities at DuPont Group Real Property. With respect to Remediation Liabilities at DuPont Group Real Property that are, in whole or in part, Chemours Assumed Environmental Liabilities, DuPont shall be responsible for the management and control of any such Remediation, including, without limitation, the defense of any Action related to such matter and the selection of the remedial action; provided, that DuPont shall (x) reasonably take into account any ongoing Chemours operations at such property in the performance of the Remediation and shall, to the extent commercially reasonable, select remedies and implement the remedial action in a manner that will not unreasonably interfere with Chemours' operations and (y) select cost effective remedies that achieve compliance with applicable Environmental Law and are protective of the health and safety of employees and other Persons, taking into account the operational needs of DuPont, Chemours and any other tenants or operators at said property. DuPont shall provide Chemours with copies of all material reports and correspondence relating to such Remediation Liabilities; will give Chemours copies of material draft plans and reports and provide Chemours with a reasonable opportunity to comment on said plans and reports prior to submission to third parties, including Governmental Entities, taking into account any deadlines for the submission of such plans and reports; and will be available to meet with representatives of Chemours to discuss the Remediation. The foregoing requirements shall be in addition to any other specific obligations with respect to the performance of Remediation required of DuPont that is set forth in any lease or similar site-specific agreement between DuPont and Chemours. For purposes of clarification and subject to the limitations imposed by this subsection, DuPont's management and implementation of any such Remediation shall not relieve Chemours of its responsibility for any Indemnifiable Losses of DuPont that result from any Chemours Liabilities.

(ii) Remediation Liabilities at Chemours Group Landlord Property. With respect to Remediation Liabilities at Chemours Group Landlord Properties that are Chemours Assumed Environmental Liabilities, Chemours shall be responsible for the management and control of any such Remediation, including any Remediation that is required that is within the premises leased by DuPont. Chemours' management and control of any Remediation includes, without limitation, the defense of any Action related to such matter and the selection of the remedial action except to the extent that such Action includes an allegation of criminal liability. Chemours shall reasonably take into account any ongoing DuPont operations at the said property in the performance of the Remediation and shall select remedies and implement the remedial action in a manner that will not unreasonably interfere with DuPont's operations. With respect to any Remediation that impacts or could impact premises leased by DuPont or DuPont's operations, Chemours shall provide DuPont with copies of all material reports and correspondence relating to such Remediation; will give DuPont copies of material draft plans and reports and provide DuPont with a reasonable opportunity to comment on said plans and reports prior to submission to third parties, including Governmental Entities, taking into account any deadlines for the submission of such plans and reports; will allow DuPont to participate in meetings and other communications with other Persons, including Governmental Entities; and will be available to meet with representatives of DuPont to discuss the Remediation. The foregoing requirements shall be in addition to any other specific obligations with respect to the performance of Remediation required of Chemours that is set forth in any lease or similar site-specific agreement between DuPont and the Chemours Group.

(iii) Environmental Compliance Liabilities. DuPont shall be responsible for the management and control of Environmental Compliance Liabilities that are DuPont Retained Liabilities and Chemours shall be responsible for the management and control of Environmental Compliance Liabilities that are Chemours Assumed Environmental Liabilities. Section 6.5 of this Agreement shall apply to Environmental Compliance Liabilities that implicate both Parties, provided, that each Party shall make the final determination with respect to corrective actions to be taken that relate to their respective operations, subject to any approvals or agreements that may be required with other Persons, including Governmental Entities, so long as such corrective action does not impact or interfere with the operations of the other Party; provided that if such action does so impact or interfere and the Parties cannot reach an agreement thereto, such final determination with respect to corrective actions will be subject to the dispute resolution mechanics with regard to environmental proceedings in Article VIII.

## ARTICLE VII

## PRESERVATION OF RECORDS; ACCESS TO INFORMATION; CONFIDENTIALITY; PRIVILEGE

Section 7.1 Preservation of Corporate Records.

(a) Except to the extent otherwise contemplated by any Ancillary Agreement, a Party providing Records or access to Information to another Party under this Article VII shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as are reasonably incurred in providing such Records or access to Information.

(b) Except as otherwise required or agreed in writing, or as otherwise provided in any Ancillary Agreement, with regard to any Information referenced in Section 7.3, each Party shall use its commercially reasonable efforts, at such parties sole cost and expense, to retain, until the latest of, as applicable, (i) the date on which such Information is no longer required to be retained pursuant to DuPont's applicable record retention policy as in effect immediately prior to the Distribution, including, without limitation, pursuant to any "Litigation Hold" issued by DuPont or any of its Subsidiaries prior to the Distribution, (ii) the concluding date of any period as may be required by any applicable Law, (iii) the concluding date of any period during which such Information relates to a pending or threatened Action which is known to the members of the DuPont Group or Chemours Group, as applicable, in possession of such Information at the time any retention obligation with regard to such Information would otherwise expire, and (iv) the concluding date of any period during which the destruction of such Information could interfere with a pending or threatened investigation by a Governmental Entity which is known to the members of the DuPont Group or Chemours Group, as applicable, in possession of such Information at the time any retention obligation with regard to such Information would otherwise expire; provided that with respect to any pending or threatened Action arising after the Distribution, clause (iii) of this sentence applies only to the extent that whichever member of the DuPont Group or Chemours Group, as applicable, is in possession of such Information has been notified in writing pursuant to a "Litigation Hold" by the other Party of the relevant pending or threatened Action. The parties hereto agree that upon written request from the other that certain Information relating to the Chemours Business, the Retained Businesses or the transactions contemplated hereby be retained in connection with an Action, the parties shall use reasonable efforts to preserve and not to destroy or dispose of such Information without the consent of the requesting party.

(c) DuPont and Chemours intend that any transfer of Information that would otherwise be within the attorney-client or attorney work product privileges shall not operate as a waiver of any potentially applicable privilege.

Section 7.2 Financial Statements and Accounting. Each Party agrees to provide the following reasonable assistance and, subject to Section 7.6, reasonable access to its properties, Records, other Information and personnel set forth in this Section 7.2, from the Effective Time until the completion of each Party's audit for the fiscal year ending December 31, 2015, (i) in connection with the preparation and audit of each Party's quarterly and annual financial statements for the fiscal years ended December 31, 2015, and the filing of such financial statements and the audit of each Party's internal controls over financial reporting and management's assessment thereof and management's assessment of each Party's disclosure controls and procedures, if required, and (ii) to the extent reasonably necessary to respond (and for the limited purpose of responding) to any written request or official comment from a Governmental Entity, such as in connection with responding to a comment letter from the Commission. Notwithstanding the foregoing, in the event that either Party changes its independent auditors within one (1) years following the Distribution Date, then such Party may request reasonable access on the terms set forth in this Section 7.2 for a period of up to one hundred and eighty (180) days from such change. Without limiting the foregoing and from the Effective Time until the completion of each Party's audit for the fiscal year ending December 31, 2015, each Party agrees as follows:

(a) Access to Personnel and Records. Except to the extent otherwise contemplated by the Ancillary Agreements and subject to Section 7.6, each Party shall authorize and request its respective auditors to make reasonably available to the other Party's auditors (the "Other Party's Auditors") both the personnel who performed or are performing the annual audits of such audited Party (each Party with respect to its own audit, the "Audited Party") and work papers related to the annual audits of such Audited Party (subject to the execution of any reasonable and customary access letters that such Audited Party's auditors may require in connection with the review of such work papers by such Other Party's Auditors), in all cases within a reasonable time prior to such Audited Party's auditors' opinion date, so that the Other Party's Auditors are able to perform the procedures they reasonably consider necessary to take responsibility for the work of the Audited Party's auditors as it relates to their auditors' report on such other Party's financial statements, all within sufficient time to enable such other Party to meet its timetable for the filing of its annual financial statements with the Commission.

(b) Current, Quarterly and Annual Reports. At least three (3) Business Days prior to the earlier of public dissemination or filing with the Commission, each Party shall deliver to the other Party, a reasonably complete draft of any earnings news release, any filing with the Commission containing financial statements, including, but not limited to current reports on Form 8-K, quarterly reports on 10-Q and annual reports on Form 10-K or any other annual report purporting to fulfill the requirements of 17 CFR 240-14c-3, provided, further, that, to the extent Chemours' 2016 proxy statement discusses DuPont compensation programs, Chemours shall substantially conform its 2016 proxy statement, as the case may be, to be filed with the Commission to DuPont's proxy statement for the applicable period. Each Party shall notify the other Party, as soon as reasonably practicable after becoming aware thereof, of any material accounting differences between the financial statements to be included in such Party's annual report on Form 10-K and the pro-forma financial statements included, as applicable, in the Form 10 or the Form 8-K to be filed by DuPont with the Commission on or about the time of the Distribution. If any such differences are notified by any Party, the Parties shall confer and/or meet as soon as reasonably practicable thereafter, and in any event prior to the filing of any Annual Report, to consult with each other in respect of such differences and the effects thereof on the Parties' applicable Annual Reports.

(c) Nothing in this Article VII shall require any Party to violate any agreement with any third party regarding the confidentiality of confidential and proprietary Information relating to that third party or its business; provided, however, that in the event that a Party is required under this Section 7.2 to disclose any such Information, such Party shall use commercially reasonable efforts to seek to obtain such third party's written consent to the disclosure of such Information.

(d) The Parties acknowledge that Information provided under this Section 7.2 may constitute material, nonpublic information, and trading in the securities of a Party (or the securities of its affiliates, subsidiaries or partners) while in possession of such material, nonpublic material information may constitute a violation of the U.S. federal securities laws.

Section 7.3 Provision of Corporate Records. Other than in circumstances in which indemnification is sought pursuant to Article VI (in which event the provisions of such Article VI shall govern) or for matters related to provision of Tax Records (in which event the provisions of the Tax Matters Agreement shall govern) and subject to appropriate restrictions for Privileged Information or Confidential Information:

(a) After the Effective Time, and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, Chemours for specific and identified Information:

(i) that (x) primarily relates to Chemours or the Chemours Business, as the case may be, prior to the Effective Time or (y) is necessary for Chemours to comply with the terms of, or otherwise perform under, any Ancillary Agreement to which DuPont and/or Chemours are parties, DuPont shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Chemours has a reasonable need for such originals) in the possession or control of DuPont or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of Chemours; provided that, to the extent any originals are delivered to Chemours pursuant to this Agreement or the Ancillary Agreements, Chemours shall, at its own expense, return them to DuPont within a reasonable time after the need to retain such originals has ceased; provided further that, such obligation to provide any requested Information shall terminate and be of no further force and effect on the date that is the first anniversary of the date of this Agreement; provided further that, in the event that DuPont, in its sole discretion, determines that any such access or the provision of any such Information (including information requested under Section 7.2) would violate any Law or Contract with a Third Party or could reasonably result in the waiver of any attorney-client privilege, rights under the work product doctrine or other applicable privilege, DuPont shall not be obligated to provide such Information requested by Chemours;

(ii) that (x) is required by Chemours with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on Chemours (including under applicable securities laws) by a Governmental Entity having jurisdiction over Chemours, or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, DuPont shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Chemours has a reasonable need for such originals) in the possession or control of DuPont or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of Chemours; provided that, to the extent any originals are delivered to Chemours pursuant to this Agreement or the Ancillary Agreements, Chemours shall, at its own expense, return them to DuPont within a reasonable time after the need to retain such originals has ceased; provided further that, in the event that DuPont, in its sole discretion, determines that any such access or the provision of any such Information (including information requested under Section 7.2) would violate any Law or Contract with a Third Party or waive any attorney-client privilege, the work product doctrine or other applicable privilege, DuPont shall not be obligated to provide such Information requested by Chemours; or

(b) Solely with respect to the Legacy Engineering Drawings from DuPont Corporate Engineering Drawing Collection that are required by Chemours to maintain and operate one or more Chemours Manufacturing Assets, DuPont shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Chemours has a reasonable need for such originals) in the possession or control of DuPont or any of its Affiliates, but only to the extent such items are so required and are not already in the possession or control of Chemours or its Affiliates; provided that, to the extent any originals are delivered to Chemours or its Affiliates pursuant to this Agreement or the Ancillary Agreements, Chemours shall, at its own expense, return them to DuPont within a reasonable time after the need to retain such originals has ceased; provided further that, in the event that DuPont, in its sole discretion, determines that any such access or the provision of any such Information (including information requested under Section 7.2) would violate any Law or Contract with a Third Party or waive any attorney-client privilege, the work product doctrine or other applicable privilege, DuPont shall not be obligated to provide such Information requested by Chemours.

(c) After the Effective Time, and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, DuPont for specific and identified Information:

(i) that (x) primarily relates to DuPont or the DuPont Business, as the case may be, prior to the Effective Time or (y) is necessary for DuPont to comply with the terms of, or otherwise perform under, any Ancillary Agreement to which DuPont and/or Chemours are parties, Chemours shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if DuPont has a reasonable need for such originals) in the possession or control of Chemours or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of DuPont; provided that, to the extent any originals are delivered to DuPont pursuant to this Agreement or the Ancillary Agreements, DuPont shall, at its own expense, return them to Chemours within a reasonable time after the need to retain such originals has ceased; provided further that, such obligation to provide any requested information shall terminate and be of no further force and effect on the date that is the first anniversary of the date of this Agreement; provided further that, in the event that Chemours, in its sole discretion, determines that any such access or the provision of any such Information (including information requested under Section 7.2) would violate any Law or Contract with a Third Party or waive any attorney-client privilege, the work product doctrine or other applicable privilege, Chemours shall not be obligated to provide such Information requested by DuPont.

(ii) that (x) is required by DuPont with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on DuPont (including under applicable securities laws) by a Governmental Entity having jurisdiction over DuPont, or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, Chemours shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if DuPont has a reasonable need for such originals) in the possession or control of Chemours or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of DuPont; provided that, to the extent any originals are delivered to DuPont pursuant to this Agreement or the Ancillary Agreements, DuPont shall, at its own expense, return them to Chemours within a reasonable time after the need to retain such originals has ceased.

(d) Each of DuPont and Chemours shall inform their respective officers, employees, agents, consultants, advisors, authorized accountants, counsel and other designated representatives who have or have access to the other Party's Confidential Information or other information provided pursuant to Section 7.2 or this Article VII of their obligation to hold such information confidential in accordance with the provisions of this Agreement.

Section 7.4 Witness Services. At all times from and after the Effective Time, each of DuPont and Chemours shall use its commercially reasonable efforts to make available to the other, upon reasonable written request, its and its Subsidiaries' officers, directors, employees and agents (taking into account the business demands of such individuals) as witnesses to the extent that (i) such Persons may reasonably be required to testify in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved (except for claims, demands or Actions in which one or more members of one Group is adverse to one or more members of the other Group) and (ii) there is no conflict in the Action between the requesting Party and the other Party. A Party providing a witness to the other Party under this Section 7.4 shall be entitled to receive from the recipient of such witness services, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses), as may be reasonably incurred and properly paid under applicable Law.

Section 7.5 Reimbursement; Other Matters. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, a Party providing Information or access to Information to the other Party under this Article VII shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as may be reasonably incurred in providing such Information or access to such Information.

Section 7.6 Confidentiality.

(a) Notwithstanding any termination of this Agreement, and except as otherwise provided in the Ancillary Agreements, each of DuPont and Chemours shall hold, and shall cause their respective officers, employees, agents, consultants and advisors to hold, in strict confidence (and not to disclose or release or, except as otherwise permitted by this Agreement or any Ancillary Agreement, use, including for any ongoing or future commercial purpose, without the prior written consent of the Party to whom the Confidential Information relates (which may be withheld in such Party's sole and absolute discretion, except where disclosure is required by applicable Law)), any and all Confidential Information concerning or belonging to the other Party or its Affiliates; provided that each Party may disclose, or may permit disclosure of, Confidential Information (i) to its respective auditors, attorneys, financial advisors, bankers and other appropriate consultants and advisors who have a need to know such Information or auditing and other non-commercial purposes and are informed of the obligation to hold such Information confidential and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if any Party or any of its respective Subsidiaries is required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange rule or is advised by outside counsel in connection with a proceeding brought by a Governmental Entity that it is advisable to do so, (iii) as required in connection with any legal or other proceeding by one Party against any other Party or in respect of claims by one Party against the other Party brought in a proceeding, (iv) as necessary in order to permit a Party to prepare and disclose its financial statements in connection with any regulatory filings or Tax Returns, (v) as necessary for a Party to enforce its rights or perform its obligations under this Agreement (including pursuant to Section 2.3) or an Ancillary Agreement, (vi) to Governmental Entities in accordance with applicable procurement regulations and contract requirements or (vii) to other Persons in connection with their evaluation of, and negotiating and consummating, a potential strategic transaction, to the extent reasonably necessary in connection therewith, provided an appropriate and customary confidentiality agreement has been entered into with the Person receiving such Confidential Information. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made by a Third Party pursuant to clause (ii), (iii), (v) or (vi) above, each Party, as applicable, shall promptly notify (to the extent permissible by Law) the Party to whom the Confidential Information relates of the existence of such request, demand or disclosure requirement and shall provide such affected Party a reasonable opportunity to seek an appropriate protective order or other remedy, which such Party will cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party which faces the disclosure requirement shall furnish only that portion of the Confidential Information that is required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such Confidential Information.

(b) Each Party acknowledges that it and the other members of its Group may have in its or their possession confidential or proprietary Information of third parties that was received under confidentiality or non-disclosure agreements with such third party while such Party and/or members of its Group were part of the DuPont Group. Each Party shall comply, and shall cause the other members of its Group to comply, and shall cause its and their respective officers, employees, agents, consultants and advisors (or potential buyers) to comply, with all terms and conditions of any such third-party agreements entered into prior to the Effective Time, with respect to any confidential and proprietary Information of third parties to which it or any other member of its Group has had access.

(c) Notwithstanding anything to the contrary set forth herein, (i) the Parties shall be deemed to have satisfied their obligations hereunder with respect to Confidential Information if they exercise at least the same degree of care that applies to DuPont's confidential and proprietary information pursuant to policies in effect as of the Effective Time and (ii) confidentiality obligations provided for in any Contract between each Party or its Subsidiaries and their respective employees shall remain in full force and effect. Notwithstanding anything to the contrary set forth herein, Confidential Information of any Party in the possession of and used by any other Party as of the Effective Time may continue to be used by such Party in possession of the Confidential Information in and only in the operation of the Chemours Business (in the case of the Chemours Group) or the DuPont Business (in the case of the DuPont Group); provided that such Confidential Information may only be used by such Party and its officers, employees, agents, consultants and advisors in the specific manner and for the specific purposes for which it is used as of the date of this Agreement; and may only be shared with additional officers, employees, agents, consultants and advisors of such Party on a need-to-know basis exclusively with regard to such specified use; provided, further that such Confidential Information may be used only so long as the Confidential Information is maintained in confidence and not disclosed in violation of Section 7.6(a).

(d) The Parties agree that irreparable damage may occur in the event that the provisions of this Section 7.6 were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to seek an injunction or injunctions to enforce specifically the terms and provisions hereof in any court having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

(e) For the avoidance of doubt and notwithstanding any other provision of this Section 7.6, (i) the disclosure and sharing of Privileged Information shall be governed solely by Section 7.7, and (ii) Information that is subject to any confidentiality provision or other disclosure restriction in any Ancillary Agreement shall be governed by the terms of such Ancillary Agreement.

Section 7.7 Privilege Matters.

(a) Pre-Distribution Services. The Parties recognize that legal and other professional services that have been and will be provided prior to the Effective Time have been and will be rendered for the collective benefit of each of the members of the DuPont Group and the Chemours Group, and that each of the members of the DuPont Group and the Chemours Group should be deemed to be the client with respect to such pre-distribution services for the purposes of asserting all privileges, immunities, or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege, and protection under the work-product doctrine ("Privilege"). The Parties shall have a shared Privilege with respect to all Information subject to Privilege ("Privileged Information") which relates to such pre-distribution services. For the avoidance of doubt, Privileged Information within the scope of this Section 7.7 includes, but is not limited to, services rendered by legal counsel retained or employed by any Party (or any member of such Party's respective Group), including outside counsel and in-house counsel.

(b) Post-Separation Services. The Parties recognize that legal and other professional services will be provided following the Effective Time to each of DuPont and Chemours. The Parties further recognize that certain of such post-separation services will be rendered solely for the benefit of DuPont or Chemours, as the case may be, while other such post-separation services may be rendered with respect to claims, proceedings, litigation, disputes, or other matters which involve both DuPont and Chemours. With respect to such post-separation services and related Privileged Information, the Parties agree as follows:

(i) All Privileged Information relating to any claims, proceedings, litigation, disputes, or other matters which involve both DuPont and Chemours shall be subject to a shared Privilege among the Parties involved in the claims, proceedings, litigation, disputes, or other matters at issue; and

(ii) Except as otherwise provided in Section 7.7(b)(i), Privileged Information relating to post-separation services provided solely to one of DuPont or Chemours shall not be deemed shared between the Parties, provided, that the foregoing shall not be construed or interpreted to restrict the right or authority of the Parties (x) to enter into any further agreement, not otherwise inconsistent with the terms of this Agreement, concerning the sharing of Privileged Information or (y) otherwise to share Privileged Information without waiving any Privilege which could be asserted under applicable Law.

(c) The Parties agree as follows regarding all Privileged Information with respect to which the Parties shall have a shared Privilege under Section 7.7(a) or (b):

(i) Subject to Section 7.7(c)(iii) and (iv), no Party may waive, nor allege or purport to waive, any Privilege which could be asserted under any applicable Law, and in which the other Party has a shared Privilege, without the consent of the other Party, which shall not be unreasonably withheld or delayed. Consent shall be in writing, or shall be deemed to be granted unless written objection is made within fifteen (15) days after written notice by the requesting Party to the Party whose consent is sought;

(ii) If a dispute arises between or among the Parties or their respective Subsidiaries regarding whether a Privilege should be waived to protect or advance the interest of any Party, each Party agrees that it shall negotiate in good faith, shall endeavor to minimize any prejudice to the rights of the other Party, and shall not unreasonably withhold consent to any request for waiver by the other Party. Each Party specifically agrees that it shall not withhold consent to waive for any purpose except to protect its own legitimate interests;

(iii) If, within fifteen (15) days of receipt by the requesting Party of written objection, the Parties have not succeeded in negotiating a resolution to any dispute regarding whether a Privilege should be waived, and the requesting Party determines that a Privilege should nonetheless be waived to protect or advance its interest, the requesting Party shall provide the objecting Party fifteen (15) days written notice prior to effecting such waiver. Each Party specifically agrees that failure within fifteen (15) days of receipt of such notice to commence proceedings in accordance with Section 8.2 to enjoin such disclosure under applicable Law shall be deemed full and effective consent to such disclosure, and the Party's agree that any such Privilege shall not be waived by either party under the final determination of such dispute in accordance with Section 8.2; and

(iv) In the event of any litigation or dispute between the Parties, or any members of their respective Groups, either such Party may waive a Privilege in which the other Party or member of such Group has a shared Privilege, without obtaining the consent of the other Party; provided that such waiver of a shared Privilege shall be effective only as to the use of Privileged Information with respect to the litigation or dispute between the Parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared Privilege with respect to third parties.

(d) The transfer of all Information pursuant to this Agreement is made in reliance on the agreement of DuPont or Chemours as set forth in Section 7.6 and this Section 7.7, to maintain the confidentiality of Privileged Information and to assert and maintain any applicable Privilege. The access to Information being granted pursuant to Sections 6.5, 7.2 and 7.3 hereof, the agreement to provide witnesses and individuals pursuant to Sections 6.5 and 7.4 hereof, the furnishing of notices and documents and other cooperative efforts contemplated by Section 6.5 hereof, and the transfer of Privileged Information between the Parties and their respective Subsidiaries pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise.

Section 7.8 Ownership of Information. Any Information owned by one Party or any of its Subsidiaries that is provided to a requesting Party pursuant to this Article VII shall be deemed to remain the property of the providing Party. Unless expressly set forth herein, nothing contained in this Agreement shall be construed as granting a license or other rights to any Party with respect to any such Information, whether by implication, estoppel or otherwise.

Section 7.9 Other Agreements. The rights and obligations granted under this Article VII are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in any Ancillary Agreement.

## ARTICLE VIII

## DISPUTE RESOLUTION

Section 8.1 Negotiation. In the event of a controversy, dispute or Action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or the Ancillary Agreements or otherwise arising out of, or in any way related to, this Agreement or the Ancillary Agreements or the transactions contemplated hereby, including any Action based on contract, tort, statute or constitution (collectively, "Disputes"), the general counsels of the Parties (or such other individuals designated by the respective general counsels) and/or the executive officers designated by the Parties, shall negotiate for a reasonable period of time to settle such Dispute; provided, that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed ninety (90) days (the "Negotiation Period") from the time of receipt by a Party of written notice of such Dispute ("Dispute Notice"); provided, further, that in the event of any arbitration in accordance with Section 8.2 hereof, the Parties shall not assert the defenses of statute of limitations and laches arising during the period beginning after the date of receipt of the Dispute Notice, and any contractual time period or deadline under this Agreement or any Ancillary Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved.

Section 8.2 Arbitration. If the Dispute has not been resolved for any reason after the Negotiation Period, such Dispute shall be submitted to final and binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "Rules"), except as modified herein.

(a) The arbitration shall be conducted by a three-member arbitral tribunal (the "Arbitral Tribunal"). The claimant shall nominate one arbitrator in accordance with the Rules, and the respondent shall nominate one arbitrator in accordance with the Rules within twenty-one days (21) after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be jointly nominated by the two party-nominated arbitrators within twenty-one (21) days of the confirmation of the appointment of the second arbitrator. If any arbitrator is not appointed within the time limit provided herein, such arbitrator shall be appointed by the AAA in accordance with the listing, striking and ranking procedure in the Rules. With respect to any disputes relating to Environmental Liabilities, the arbitrators shall be attorneys with experience in Environmental Laws or technical or scientific experts whose work relates to environmental science, remediation or pollution control issues, as appropriate to the specific disputes.

(b) The arbitration shall be held, and the award shall be rendered, in New York, New York, in the English language.

(c) For the avoidance of doubt, by submitting their dispute to arbitration under the Rules, the Parties expressly agree that all issues of arbitrability, including all issues concerning the propriety and timeliness of the commencement of the arbitration (including any defense based on a statute of limitation, if applicable), the jurisdiction of the Arbitral Tribunal, and the procedural conditions for arbitration, shall be finally and solely determined by the Arbitral Tribunal.

(d) Without derogating from Section 8.2(e) below, the Arbitral Tribunal shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The Parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal; or (B) prior to the constitution of the Arbitral Tribunal, an Emergency Arbitrator appointed in the manner provided for in the Rules. Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Agreement subject to specific performance in Section 8.3 below. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief, provided, however, that (i) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator; (ii) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction; and (iii) either Party shall retain the right to apply for freezing orders to prevent the improper dissipation of transfer of assets to a court of competent jurisdiction.

(e) The Arbitral Tribunal shall have the power to grant any remedy or relief that it deems just and equitable and that is in accordance with the terms of this Agreement, including specific performance and temporary or final injunctive relief, provided, however, that the Arbitral Tribunal shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement or any Ancillary Agreement, nor any right or power to award punitive, exemplary or treble damages.

(f) The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys' fees and costs as well as those costs and fees addressed in the Rules, between the Parties in the manner it deems fit; provided that, to the extent any such dispute arises out of or relates to any Chemours Assumed Environmental Liabilities described in (x) Section 1.1(19)(i) or (y) Section 1.1(19)(ii) (but only to the extent such liabilities are determined to be "primarily associated" with Chemours in accordance therewith), then all costs borne by the prevailing party (including those related to expert witnesses) shall be paid by the other party.

(g) Arbitration under this Article VIII shall be the sole and exclusive remedy for any Dispute, and any award rendered thereby shall be final and binding upon the Parties as from the date rendered. Judgment on the award rendered by the Arbitral Tribunal may be entered in any court having jurisdiction thereof, including any court having jurisdiction over the relevant Party or its Assets.

Section 8.3 Specific Performance. From and after the Distribution, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Ancillary Agreement, the Parties agree that the Party or Parties to this Agreement or such Ancillary Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article VIII (including for the avoidance of doubt, after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement or such Ancillary Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that, from and after the Distribution, the remedies at law for any breach or threatened breach of this Agreement or any Ancillary Agreement, including monetary damages, are inadequate compensation for any Indemnifiable Loss, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 8.4 Treatment of Arbitration. The Parties agree that any arbitration hereunder shall be kept confidential, and that the existence of the proceeding and all of its elements (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall be deemed confidential, and shall not be disclosed beyond the Arbitral Tribunal, the Parties, their counsel, and any Person necessary to the conduct of the proceeding, except as and to the extent required by law and to defend or pursue any legal right. In the event any Party makes application to any court in connection with this Section 8.4 (including any proceedings to enforce a final award or any Interim Relief), that party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge

Section 8.5 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article VIII with respect to all matters not subject to such dispute resolution.

Section 8.6 Consolidation. The arbitrator may consolidate an arbitration under this Agreement with any arbitration arising under or relating to the Ancillary Agreements or any other agreement between the Parties entered into pursuant hereto, as the case may be, if the subject of the Disputes thereunder arises out of or relates essentially to the same set of facts or transactions. Such consolidated arbitration shall be determined by the arbitrator appointed for the arbitration proceeding that was commenced first in time.

## ARTICLE IX

## INSURANCE

Section 9.1 Insurance Matters.

(a) Chemours acknowledges and agrees that, from and after the Effective Time, neither Chemours nor any member of the Chemours Group shall have any rights to or under any Policies of DuPont, including the Company Policies, other than any insurance policies acquired prior to the Effective Time directly by and in the name of Chemours or a member of the Chemours Group or as expressly provided in Section 6.7 or this Article IX.

(b) Notwithstanding Section 9.1(a), from and after the Effective Time, with respect to any Liability accrued and/or incurred by Chemours or its predecessors prior to the Effective Time relating to the matters set forth on Schedule 9.1(b), DuPont shall, at its sole discretion, provide Chemours with access to, and, if and to the extent determined by DuPont in its sole discretion, Chemours and DuPont may jointly make claims under, Company Policies if and solely to the extent that the terms of such policies provide for such coverage to Chemours or its predecessors with respect to any Chemours Liabilities accrued and/or incurred prior to the Effective Time, and subject to the terms and conditions of such insurance policies, including any limits on coverage or scope, any deductibles and other fees and expenses, and subject to the following additional conditions:

(i) Chemours shall inform DuPont of any potential claim under any of the Company Policies with regard to any Chemours Liability set forth on Schedule 9.1(b) and DuPont shall determine whether and at what time to report any such claims under such Company Policies directly to the applicable insurance company, and to submit a claim for coverage thereunder, and DuPont shall provide a copy of all such claim reports and submissions to Chemours; provided, that with respect to any such claims, Chemours shall provide DuPont with the information regarding the claims and provide recommendations with regard to the reporting and submission of such claims, and DuPont shall consult with Chemours with regard to the timing thereof;

(ii) If and to the extent that Chemours is the sole entity recovering insurance proceeds under one or more of the Company Policies in respect of a particular claim for coverage, Chemours shall exclusively bear and be responsible for (and DuPont shall have no obligation to repay or reimburse Chemours for) and pay the applicable insurers as required under the applicable Company Policies for any and all costs as a result of having access to, or making claims under, such Policies, including any amounts of deductibles and self-insured retention associated with such claims, claim handling and administrative costs, Taxes, surcharges, state assessments, reinsurance costs, and other related costs, relating to all open, closed, re-opened claims covered by the applicable Policies, whether such claims are made by Chemours, its employees or third parties, and Chemours shall indemnify, hold harmless and reimburse DuPont for any such amounts incurred by DuPont to the extent resulting from any access to, any claims made by Chemours under, any Company Policies provided pursuant to this Section 9.1. If DuPont and Chemours jointly make a claim for coverage under the Company Policies for amounts that have been or may in the future be incurred partially by DuPont and partially by Chemours, any insurance recovery resulting therefrom will first be allocated to reimburse DuPont and/or Chemours for their respective costs, legal and consulting fees, and other out-of-pocket expenses incurred in pursuing such insurance recovery, with the remaining net proceeds from the insurance recovery to be allocated as between DuPont and Chemours in a manner to be negotiated in good faith by DuPont and Chemours at or near the time of such recovery; provided that if the Parties cannot agree to an allocation within twenty (20) Business Days of the grant, settlement or other agreement, either Party may submit the dispute to arbitration in accordance with the terms and procedures set forth in Section 8.2;

(iii) Chemours shall exclusively bear (and DuPont shall have no obligation to repay or reimburse Chemours for) and shall be liable for all uninsured, uncovered, unavailable or uncollectible amounts, incurred from and after the Effective Time, of all such claims pursued by Chemours under the Company Policies as provided for in this Section 9.1(b); and

(iv) in connection with making any joint claim under any Company Policies pursuant to this Section 9.1(b), DuPont shall control the administration of all such claims, including the timing of any assertion and pursuit of coverage, and Chemours shall not take any action that would be reasonably likely to: (A) have an adverse impact on the then-current relationship between DuPont and the applicable insurance company; (B) result in the applicable insurance company terminating or reducing coverage to DuPont or Chemours, or increasing the amount of any premium owed by DuPont under the applicable Company Policies; (C) otherwise compromise, jeopardize or interfere with the rights of DuPont under the applicable Company Policies or (D) otherwise compromise or impair DuPont’s ability to enforce its rights with respect to any indemnification under or arising out of this Agreement, and DuPont shall have the right, in its sole discretion, to cause Chemours to desist from any action that DuPont determines, in its sole discretion, would compromise or impair DuPont’s rights in accordance with this clause (D).

At all times, DuPont and Chemours shall, subject to the limitations set forth in Section 7.6, cooperate with reasonable requests for information by the other Party or the insurance companies regarding any such insurance policy claim.

(c) Any payments, costs and adjustments required pursuant to Section 9.1(b) shall be billed by DuPont to Chemours on a monthly basis and Chemours shall pay such billed payments, costs and adjustments to DuPont within sixty (60) days from receipt of invoice. If DuPont incurs costs to enforce Chemours' obligations under this Section 9.1, Chemours agrees to indemnify DuPont for such enforcement costs, including reasonable attorneys' fees.

(d) At the Effective Time, Chemours shall have in effect all insurance programs required to comply with Chemours' statutory obligations and the Policies that Chemours has agreed to enter into at or prior to the Effective Time as set forth on Schedule 9.1(e).

(e) This Agreement shall not be considered as an attempted assignment of any policy of insurance in its entirety, nor is it considered to be itself a contract of insurance, and further this Agreement shall not be construed to waive any right or remedy of DuPont under or with respect to any of the Company Policies and programs or any other contract or policy of insurance, and DuPont reserves all of its rights under such Policies.

(f) DuPont shall not be liable to Chemours for claims not reimbursed by insurers for any reason not within the control of DuPont, including coinsurance provisions, deductibles, quota share deductibles, exhaustion of aggregates, self-insured retentions, bankruptcy or insolvency of an insurance carrier, Company Policy limitations or restrictions, any coverage disputes, any failure to timely claim by DuPont or any defect in such claim or its processing.

(g) In the event that Insured Claims of more than one Party exist relating to the same occurrence, the relevant Parties shall jointly defend and waive any conflict of interest to the extent necessary to the conduct of the joint defense. Nothing in this Section 9.1(g) shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those obligations under Article VI, including those created by this Agreement, by operation of law or otherwise.

(h) In the event of any Action by any Party (or both of the Parties) to recover or obtain insurance proceeds, or to defend against any Action by an insurance carrier to deny any Policy benefits, both Parties may join in any such Action and be represented by joint counsel and both Parties shall waive any conflict of interest to the extent necessary to conduct any such Action. Nothing in this Section 9.1(h) shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created under Article VI of this Agreement or otherwise, by operation of Law, or otherwise.

(i) Notwithstanding anything contained in this Section 9.1, to the extent DuPont has entered into or agrees to enter into, whether on its own or with respect to the any arrangement provided for under this Section 9.1, any settlement agreement or other arrangement with any insurance provider regarding coverage under any Company Policy that provides for any limitation of coverage or release of such insurance provider with regard to any coverage thereunder, whether in whole or in part (collectively, the "Released Insurance Matters"), Chemours agrees that it shall (i) abide by the terms of and, to the extent required, consent to, any such settlement or arrangement relating to the Released Insurance Matters as a condition to receiving any coverage under any Company Policy related thereto, (ii) have no rights to any such coverage under the Company Policies with respect to any Released Insurance Matters and (iii) make no claims under any Company Policies with respect to any Released Insurance Matters.

Section 9.2 Certain Matters Relating to DuPont's Organizational Documents. For a period of six (6) years from the Distribution Date, the Certificate of Incorporation and Bylaws of DuPont shall contain provisions no less favorable with respect to indemnification of directors and officers than are set forth in such Certificate of Incorporation or Bylaws of DuPont immediately before the Effective Time, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from the Distribution Date in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were indemnified under such Certificate of Incorporation or Bylaws, unless such amendment, repeal, or other modification shall be required by Law and then only to the minimum extent required by Law or approved by DuPont's shareholders.

Section 9.3 Directors and Officers Liability Insurance. DuPont shall, from and after the Distribution Date to the sixth anniversary of the Effective Time, use commercially reasonable efforts to maintain in full force and effect a directors' and officers' insurance policy substantially similar to the Company Policy identified as Directors & Officers Liability Insurance on Schedule 1.1(40), but in any event providing the same level of coverage for persons covered by such insurance policy who are, after the Effective Time, officers or directors of Chemours, whether such person is a current or former insured person under the policy; provided that such Company Policy shall only be required to provide coverage with respect to actions taken by such person prior to the Effective Time and DuPont shall have no obligation to provide any insurance coverage for any actions taken by such party following the Effective Time. The provisions of this Section 9.3 are intended for the benefit of, and shall be enforceable by, each of the persons covered by the Company Policy referenced in the preceding sentence.

## ARTICLE X

## MISCELLANEOUS

Section 10.1 Complete Agreement; Construction. This Agreement, including the Exhibits and Schedules, and the Ancillary Agreements shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail. In the event and to the extent that there shall be a conflict between the provisions of (a) this Agreement and the provisions of any Ancillary Agreement or Continuing Arrangement, such Ancillary Agreement or Continuing Arrangement shall control (except with respect to any Conveyancing and Assumption Instruments, in which case this Agreement shall control) and (b) this Agreement and any agreement which is not an Ancillary Agreement, this Agreement shall control unless specifically stated otherwise in such agreement. Except as expressly set forth in this Agreement or any Ancillary Agreement: (i) all matters relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by the Tax Matters Agreement; and (ii) for the avoidance of doubt, in the event of any conflict between this Agreement or any Ancillary Agreement, on the one hand, and the Tax Matters Agreement, on the other hand, with respect to such matters, the terms and conditions of the Tax Matters Agreement shall govern.

Section 10.2 Ancillary Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

Section 10.3 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 10.4 Survival of Agreements. Except as otherwise contemplated by this Agreement or any Ancillary Agreement, all covenants and agreements of the Parties contained in this Agreement and each Ancillary Agreement shall survive the Effective Time and remain in full force and effect in accordance with their applicable terms.

Section 10.5 Expenses.

(a) Except as otherwise expressly provided in this Agreement (including paragraphs (b) and (c) of this Section 10.5 and Schedule 10.5(a)) or any Ancillary Agreement, or as otherwise agreed to in writing by the Parties, all out-of-pocket fees and expenses incurred on or prior to the Effective Time in connection, and as required by, with the preparation, execution, delivery and implementation of this Agreement and any Ancillary Agreement, the Distribution, the Information Statement, the Internal Reorganization and the consummation of the transactions contemplated hereby and thereby shall be borne and paid by DuPont.

(b) Except as otherwise expressly provided in this Agreement (including paragraphs (b) and (c) of this Section 10.5) or any Ancillary Agreement, or as otherwise agreed to in writing by the Parties, each Party shall bear its own costs and expenses incurred or accrued after the Effective Time; provided, however, that any costs and expenses incurred in obtaining any Consents or novation from a Third Party in connection with the assignment to or assumption by a Party or its Subsidiary of any Contracts in connection with the Internal Reorganization or the Distribution shall be borne by the Party or its Subsidiary to which such Contract is being assigned.

(c) With respect to any expenses incurred pursuant to a request for further assurances granted under Section 2.8, the Parties agree that any and all fees and expenses incurred by either Party shall be borne and paid by the requesting Party; it being understood that no Party shall be obliged to incur any Third Party accounting, consulting, advisor, banking or legal fees, costs or expenses, and the requesting Party shall not be obligated to pay such fees, costs or expenses, unless such fee, cost or expense shall have had the prior written approval of the requesting Party. Notwithstanding the foregoing, each Party shall be responsible for paying its own internal fees, costs and expenses (e.g., salaries of personnel). With respect to any fees, costs and expenses incurred by either Party in satisfying its obligations under Section 7.2, the requesting Party shall be responsible for the other Party’s fees, costs and expenses.

Section 10.6 Notices. All notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the Ancillary Agreements shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.6):

To DuPont:

E. I. du Pont de Nemours and Company,
Chestnut Run Plaza, 974 Centre Road,
P. O. Box 2915
Wilmington, Delaware 19805
Attn: General Counsel
Facsimile: 302-999-5094

To Chemours:

The Chemours Company
1007 Market Street
Wilmington, Delaware 19899
Attn: General Counsel
Facsimile: 302-773-0251

Additionally, solely for purposes of matters relating to Section 10.18, notice shall also be addressed to the attention of the Vice President of Communication for DuPont (at the address listed above and Facsimile (302) 689-4554) or Chemours (at the address and Facsimile listed above), as applicable.

Section 10.7 Waivers. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and its Group).

Section 10.8 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other Party (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable to (i) with respect to DuPont, an Affiliate of DuPont, or (ii) a bona fide third party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party to this Agreement; provided however that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 10.8 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 10.9 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted assigns.

Section 10.10 Termination and Amendment. This Agreement (including Article VI hereof) may be terminated, modified or amended and the Distribution may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole discretion of DuPont without the approval of Chemours or the stockholders of DuPont. In the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person. After the Effective Time, this Agreement may not be terminated, modified or amended except by an agreement in writing signed by DuPont and Chemours.

Section 10.11 Payment Terms.

(a) Except as set forth in Article VI or as otherwise expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount to be paid or reimbursed by a Party (and/or a member of such Party's Group), on the one hand, to the other Party (and/or a member of such Party's Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within sixty (60) days after presentation of an invoice or a written demand therefor and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as set forth in Article VI or as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within sixty (60) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to LIBOR, from time to time in effect, calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) Without the consent of the party receiving any payment under this Agreement specifying otherwise, all payments to be made by either DuPont or Chemours under this Agreement shall be made in US Dollars. Except as expressly provided herein, any amount which is not expressed in US Dollars shall be converted into US Dollars by using the exchange rate published on Bloomberg at 5:00 pm Eastern Standard time (EST) on the day before the relevant date or in the Wall Street Journal on such date if not so published on Bloomberg. Except as expressly provided herein, in the event that any indemnification payment required to be made hereunder or under any Ancillary Agreement may be denominated in a currency other than US Dollars, the amount of such payment shall be converted into US Dollars on the date in which notice of the claim is given to the Indemnifying Party.

Section 10.12 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Time, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 10.13 Third Party Beneficiaries. Except (i) as provided in Article VI relating to Indemnitees and for the release under Section 6.1 of any Person provided therein, (ii) as provided in Section 9.3 relating to the directors, officers, employees, fiduciaries or agents provided therein and (iii) as specifically provided in any Ancillary Agreement, this Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of Action or other right in excess of those existing without reference to this Agreement.

Section 10.14 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.15 Exhibits and Schedules.

(a) The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any liability or obligation of any member of the DuPont Group or the Chemours Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against the interests of any member of the DuPont Group or the Chemours Group or any of their respective Affiliates. The inclusion of any item or liability or category of item or liability on any Exhibit or Schedule is made solely for purposes of allocating potential liabilities among the Parties and shall not be deemed as or construed to be an admission that any such liability exists.

(b) Subject to the prior written consent of the other Party (not to be unreasonably withheld or delayed), each Party shall be entitled to update the Schedules from and after the date hereof until the Effective Time.

Section 10.16 Governing Law. This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 10.17 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 10.18 Public Announcements. From and after the Effective Time, DuPont and Chemours shall consult with each other before issuing, and give each other the opportunity to review and comment upon, that portion of any press release or other public statements that relates to the transactions contemplated by this Agreement or the Ancillary Agreements, and shall not issue any such press release or make any such public statement prior to such consultation, except (a) as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system; (b) for disclosures made that are substantially consistent with disclosure contained in any Distribution Disclosure Document, (c) as otherwise set forth on Schedule 10.18, or (d) as may pertain to disputes between one Party or any member of its Group, on one hand, and the other Party or any member of its Group, on the other hand.

Section 10.19 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 10.20 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of one or more of the following Sections: Section 6.2; Section 6.3; and Section 6.4).

Section 10.21 Tax Treatment of Payments. Unless otherwise required by a Final Determination, this Agreement or the Tax Matters Agreement or otherwise agreed to among the Parties, for U.S. federal Tax purposes, any payment made pursuant to this Agreement (other than any payment of interest pursuant to Section 10.11) by: (i) Chemours to DuPont shall be treated for all Tax purposes as a distribution by Chemours to DuPont with respect to stock of Chemours occurring immediately before the Distribution; or (ii) DuPont to Chemours shall be treated for all Tax purposes as a tax-free contribution by DuPont to Chemours with respect to its stock occurring immediately before the Distribution; and in each case, no Party shall take any position inconsistent with such treatment. In the event that a Taxing Authority asserts that a Party's treatment of a payment pursuant to this Agreement should be other than as set forth in the preceding sentence, such Party shall use its commercially reasonable efforts to contest such challenge.

Section 10.22 No Waiver. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder or under the other Ancillary Agreements shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.23 No Admission of Liability. The allocation of Assets and Liabilities herein (including on the Schedules hereto) is solely for the purpose of allocating such Assets and Liabilities between DuPont and Chemours and is not intended as an admission of liability or responsibility for any alleged Liabilities vis-à-vis any Third Party, including with respect to the Liabilities of any non-wholly owned subsidiary of DuPont or Chemours.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

E. I. DU PONT DE NEMOURS AND COMPANY

By: /s/ Nicholas C. Fanandakis
Name: Nicholas C. Fanandakis
Title: Executive Vice President and Chief Financial Officer

THE CHEMOURS COMPANY

By: /s/ Nigel Pond
Name: Nigel Pond
Title: Vice President

**Exhibit 3.1**

**AMENDED AND RESTATED**
**CERTIFICATE OF INCORPORATION**

**OF**

**THE CHEMOURS COMPANY**
**(a Delaware corporation)**

The Chemours Company (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The Corporation was initially formed as a limited liability company by filing a Certificate of Formation with the Secretary of State of the State of Delaware on February 18, 2014, under the name "Performance Operations, LLC." A Certificate of Amendment to the Certificate of Formation was filed with the Secretary of State of the State of Delaware on April 10, 2014, amending its name to "The Chemours Company, LLC." A Certificate of Conversion was filed with the Secretary of State of the State of Delaware pursuant to Section 265 of the DGCL on April 30, 2015, converting the Corporation from a limited liability company into a corporation with the name "The Chemours Company."

2. This Amended and Restated Certificate of Incorporation, which restates and amends the Certificate of Incorporation of the Corporation, has been duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL by the directors and stockholders of the Corporation, acting by written consent in lieu of a meeting in accordance with Section 228 of the DGCL.

3. The Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety to read as follows:

## ARTICLE I

## NAME

The name of the corporation is The Chemours Company (the "Corporation").

## ARTICLE II

## REGISTERED OFFICE AND REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is the Corporation Trust Company, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation is The Corporation Trust Company.

## ARTICLE III

## CORPORATE PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

## ARTICLE IV

## CAPITAL STOCK

Section 4.01 Authorized Shares. The total number of shares of all classes of capital stock that the Corporation is authorized to issue is 825,000,000, consisting of: (i) 810,000,000 shares of common stock, par value $.01 per share (the "Common Stock"), and (ii) 15,000,000 shares of preferred stock, par value $.01 per share (the "Preferred Stock").

Section 4.02 Common Stock. The powers, preferences and relative participating, optional or other special rights, and the qualifications, limitations and restrictions of the Common Stock are as follows:

(a) Ranking. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the board of directors upon any issuance of the Preferred Stock of any series.

(b) Voting. Each share of Common Stock shall entitle the holder thereof to one vote in person or by proxy for each share on all matters on which such stockholders are entitled to vote. Except as expressly set forth in the applicable Certificate of Designations with respect to any such series of Preferred Stock, the holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Certificate of Designations) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon.

(c) Dividends. The holders of shares of Common Stock shall be entitled to receive ratably such dividends and other distributions in cash, stock or property of the Corporation when, as and if declared thereon by the board of directors in its sole discretion from time to time out of assets or funds of the Corporation legally available therefor, subject to any preferential rights of any then outstanding Preferred Stock and any other provisions of this Certificate of Incorporation, as may be amended from time to time.

(d) Liquidation. Upon the dissolution, liquidation or winding up of the affairs of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation, holders of Common Stock shall be entitled to receive all remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them and subject to any preferential rights of any then outstanding Preferred Stock.

(e) No Preemptive or Subscription Rights. No holder of shares of Common Stock shall be entitled to preemptive or subscription rights.

(f) Recapitalization. Upon this Certificate of Incorporation of the Corporation becoming effective at 5:00 pm on June 29, 2015, the date of filing with the Secretary of State of the State of Delaware, pursuant to the DGCL (the "Effective Time"), the 100 shares of the Common Stock, par value $0.01 per share, issued and outstanding immediately prior to the Effective Time, shall thereafter constitute 180,966,833 shares of Common Stock.

Section 4.03 Preferred Stock. The board of directors is hereby expressly authorized to provide, out of the unissued shares of Preferred Stock, for the issuance of all or any of the shares of Preferred Stock in one or more series and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers, full or limited, if any, of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of preferred stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

The authority of the board of directors with respect to each series of Preferred Stock shall include, but not be limited to, the determination of the following:

(a) the designation of the series, which may be by distinguishing number, letter or title;

(b) the number of shares of the series, which number the board of directors may thereafter increase or decrease, but not below the number of shares thereof then outstanding;

(c) the entitlement to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times and payable in preference to, or in such relation to, the dividends payable on any other class or classes or any other series of capital stock;

(d) the redemption rights and price or prices, if any, for shares of the series;

(e) the terms and amount of any sinking fund, if any, provided for the purchase or redemption of shares of the series;

(f) the amounts payable on, and the preferences, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(g) whether the shares of the series shall be convertible into or exchangeable for, shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series or such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;

(h) restrictions on the issuance of shares of the same series or any other class or series;

(i) the voting rights, if any, of the holders of shares of the series generally or upon specified events; and

(j) any other powers, preferences and relative, participating, optional or other special rights of each series of Preferred Stock, and any qualifications, limitations or restrictions of such shares,

all as may be determined from time to time by the board of directors and stated in the resolution or resolutions providing for the issuance of such Preferred Stock.

Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law.

## ARTICLE V

## BOARD OF DIRECTORS

Section 5.01 Election of Directors. Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so require.

Section 5.02 Annual Meeting. The annual meeting of the stockholders for the election of directors and for the transaction of such business as may properly come before the meeting shall be held at such date, time and place, if any, as shall be determined solely by the resolution of the board of directors in its sole and absolute discretion.

Section 5.03 Number of Directors. The business and affairs of the Corporation shall be managed by, or under the direction of, the board of directors. Subject to the rights of holders of Preferred Stock, if any, the board of directors shall consist of not less than six (6) or greater than twelve (12), the exact number of which shall be fixed from time to time exclusively pursuant to a resolution adopted by the affirmative vote of a majority of the entire board of directors, and subject to the rights of the holders of the Preferred Stock, if any, the exact number may be increased or decreased by such a resolution (but not to less than six (6) or greater than twelve (12).

Section 5.04 Classes of Directors. Other than those directors, if any, elected by the holders of any series of Preferred Stock, the board of directors shall be and is divided into three classes, as nearly equal in number as possible, designated as: Class I, Class II and Class III. In case of any increase or decrease, from time to time, in the number of directors, the number of directors in each class shall be apportioned as nearly equal as possible. The preceding two sentences shall not apply, subject to Section 5.05(a), in the event the Classification Proposal (defined below) is not approved in accordance with Section 5.05(b). No decrease in the number of directors shall shorten the term of any incumbent director.

Section 5.05 Terms of Office.

(a) Except for the terms of such additional directors, if any, as elected by the holders of any series of Preferred Stock, each director shall serve for a term ending on the date of the third annual meeting of stockholders following the annual meeting at which the director was elected; provided, that each director initially appointed as a Class I director shall serve for an initial term expiring at the annual meeting of stockholders to be held in 2016, each director initially appointed as a Class II director shall serve for an initial term expiring at the annual meeting of stockholders to be held in 2017, and each director initially appointed as a Class III director shall serve for an initial term expiring at the annual meeting of stockholders to be held in 2018; provided, however, that if the Classification Proposal is not approved at the 2016 annual meeting, then each director shall, commencing with the 2017 annual meeting (or, in the case of the Class I directors, the 2016 annual meeting), be elected annually for a one year term. Notwithstanding the foregoing provisions of this Section 5.05(a), each director shall continue to serve until such director's successor is duly elected and qualified or until such director's earlier death, resignation or removal.

(b) Notwithstanding anything to the contrary in the first sentence of Section 5.04 or Section 5.05(a), the board of directors shall submit the retention of the classification provisions contained therein (the "Classification Proposal") to a vote of the holders of the Common Stock of the corporation at the 2016 annual meeting of stockholders, such vote to be conducted in accordance with the immediately succeeding sentence. If the Classification Proposal is not approved by the holders of a majority of the shares of Common Stock of the Corporation voting thereon at the 2016 annual meeting, then (i) the Class I directors shall be elected to a one year term at the 2016 annual meeting, and the Class II and Class III directors shall, subject to the following clause (ii), continue to serve their existing term until their respective successors are duly elected and qualified, or until such respective director's earlier death, resignation or removal and (ii) at the 2017 annual meeting and thereafter, all directors of the Corporation shall be elected annually at each annual meeting of stockholders of the Corporation. If the Classification Proposal is approved by the holders of a majority of the shares Common Stock of the Corporation voting thereon at the 2016 annual meeting, then the Class I directors shall be elected at the 2016 annual meeting to a three year term and the provisions contained in the first sentence of Section 5.04 and Section 5.05(a) shall continue unaltered in full force and effect. For purposes of this Section 5.05(b), shares shall be deemed "voting" only if they are voted in favor of or against the Classification Proposal, and shares as to which the holder has abstained shall be deemed to have not been voted.

Section 5.06 Vacancies. Subject to the rights of the holders of any series of Preferred Stock, vacancies on the board of directors by any reason, including by death, resignation, retirement, disqualification, removal from office, or otherwise, and any newly created directorships resulting from any increase in the authorized number of directors shall be solely filled by a majority of the directors then in office, in their sole discretion, even though less than a quorum, or by a sole remaining director, in his or her sole discretion, and shall not be filled by the stockholders. A director elected to fill a vacancy or a newly created directorship shall hold office until the next election of the class for which such director shall have been chosen, subject to the election and qualification of a successor and to such director's earlier death, resignation or removal.

Section 5.07 Authority. In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate of Incorporation, and any Bylaws of the Corporation adopted by the stockholders; provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such Bylaws had not been adopted.

## ARTICLE VI

## STOCKHOLDERS

Section 6.01 Cumulative Voting. No holder of Common Stock of the Corporation shall be entitled to exercise any right of cumulative voting.

Section 6.02 Stockholder Action. Subject to the terms of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation, and the ability of the stockholders to consent in writing to the taking of any action in lieu of a meeting is hereby specifically denied.

Section 6.03 Special Meetings. Subject to the terms of any series of Preferred Stock, special meetings of stockholders of the Corporation for any purpose or purposes may be called at any time by: (a) the board of directors as set forth in the Corporation's Bylaws and (b) the Corporate Secretary of the Corporation at the written request of holders of record of the Common Stock holding at least 25% of the outstanding stock of the Corporation entitled to vote and proposing a proper matter for stockholder action in accordance with the DGCL, or owning a number of shares satisfying any higher voting threshold as is set forth in the Bylaws of the Corporation; provided, however, that the Bylaws of the Corporation may prohibit stockholders from calling a Special Meeting.

## ARTICLE VII

## LIMITATION ON LIABILITY; INDEMNIFICATION

Section 7.01 Limitation on Liability. To the fullest extent permitted by the DGCL, as it now exists and as it may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of a fiduciary duty as a director, except for liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL, or (d) for any transaction from which the director derived an improper personal benefit; provided that if the DGCL shall be amended or modified to provide for exculpation for any director in any circumstances where exculpation is prohibited pursuant to any of the preceding clauses (a) through (d), then such directors shall be entitled to exculpation to the maximum extent permitted by such amendment or modification. No amendment to, modification of or repeal of this Section 7.01 shall apply to or have any adverse effect on any right or protection of, or any limitation of the liability of, a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions of such director occurring prior to such amendment, modification or repeal.

Section 7.02 Indemnification. The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except for claims for indemnification (following the final disposition of such Proceeding) or advancement of expenses not paid in full, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by the board of directors of the Corporation.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director, officer or employee of the Corporation serving at the request of the Corporation as a director, manager, officer, employee, trustee or agent of, or in a fiduciary capacity with respect to, another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Section 7.02.

The right of indemnification provided in this Section 7.02 shall not be exclusive, and shall be in addition to any other right to which any person may otherwise be entitled by law, statue, under the Bylaws of the Corporation, or under any agreement, vote of stockholders or disinterested directors, or otherwise. Any amendment, repeal or modification of this Section 7.02 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE VIII

## FORUM SELECTION

Section 8.01 Forum Selection. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim for breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, or (iv) any action asserting a claim governed by the internal affairs doctrine; *provided*, *however*, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Company shall be deemed to have notice of and consented to the provisions of this Section 8.01 of Article VIII. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunction and specific performance, to enforce the forgoing provisions.

## ARTICLE IX

## AMENDMENT

Section 9.01 Certificate of Incorporation. The Corporation shall have the right, from time to time, to amend, alter, change or repeal any provision of this Certificate of Incorporation in any manner now or hereafter provided by this Certificate of Incorporation, the Bylaws of the Corporation or the DGCL, and all rights, preferences, privileges and powers of any kind conferred upon any director or stockholder of the Corporation by this Certificate of Incorporation or any amendment thereof are conferred subject to such right. Notwithstanding anything contained in this Certificate of Incorporation to the contrary (and in addition to any vote required by law), the affirmative vote of the holders of at least 80% of the voting power of the shares entitled to vote for the election of directors shall be required to amend, alter, change, or repeal or to adopt any provision inconsistent with Article V (other than Section 5.05(b)), Article VI, Article VII and this Article IX; provided further, that if the stockholders do not approve the Classification Proposal, then following the date of the 2016 annual meeting of the Corporation, Section 5.04 and Section 5.05(a) may be amended, altered, changed or repealed by the affirmative vote of the stockholders required by law.

Section 9.02 Bylaws. In furtherance and not in limitation of the powers conferred by law, the board of directors is expressly authorized and empowered, without the assent or vote of the stockholders, to adopt, amend and repeal the Bylaws of the Corporation. Any adoption, amendment or repeal of the Bylaws of the Corporation by the board of directors shall require the approval by the majority of the entire board of directors. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Corporation; provided, however, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least 80% of the voting power of the shares entitled to vote for the election of directors shall be required to amend, repeal or adopt any provision of the Bylaws of the Corporation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation as of this 29th day of June, 2015.

The Chemours Company

By: /s/ Mark E. Newman

Name: Mark E. Newman

Title: Senior Vice President and Chief Financial Officer

**Exhibit 3.2**

# AMENDED AND RESTATED BYLAWS

# OF

# THE CHEMOURS COMPANY

(a Delaware corporation)

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**AMENDED AND RESTATED BYLAWS**

**OF**

**THE CHEMOURS COMPANY**
(a Delaware corporation)

## ARTICLE I

## OFFICES

Section 1.01 Registered Office. The address of the registered office of The Chemours Company (the "Corporation") in the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801.

Section 1.02 Other Offices. The Corporation may also have offices at such other places within or without the State of Delaware as the board of directors of the Corporation (the "Board") may from time to time determine or the business of the Corporation may from time to time require.

## ARTICLE II

## MEETINGS of the STOCKHOLDERS

Section 2.01 Place of Meetings. All meetings of the stockholders shall be held at such place, if any, either within or without the State of Delaware, as shall be designated from time to time by resolution of the Board and stated in the notice of meeting.

Section 2.02 Annual Meeting. The annual meeting of the stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such date, time and place, if any, as shall be determined by the Board and stated in the notice of the meeting. The Board may postpone, reschedule or cancel any annual meeting previously scheduled by the Board.

Section 2.03 Special Meetings. Special meetings of stockholders for any purpose or purposes shall be called pursuant to a resolution approved by the Board and shall be called by the Secretary at the request in writing of the holders of record of at least twenty-five percent (25%) of the outstanding stock of the Corporation entitled to vote thereat and proposing a proper matter for stockholder action in accordance with the Delaware General Corporations Law ("DGCL"). A request to the Secretary shall be signed by each stockholder, or a duly authorized agent of such stockholder, requesting the special meeting and shall set forth, for each stockholder requesting the meeting, the information required to be in a stockholder's notice pursuant to Section 2.11(b), Section 2.11(c) or Section 2.11(e) of this Article II, as applicable. The Board may postpone, reschedule or cancel any special meeting called by a resolution approved by the Board.

The special meeting shall be held not more than ninety (90) days after a proper request to call the special meeting is received by the Secretary. Notwithstanding the foregoing, a special meeting requested by stockholders shall not be held if (i) the business proposed to be brought before the special meeting by stockholders is not a proper subject for stockholder action under applicable law or (ii) the Board has called or calls for an annual meeting of stockholders to be held within ninety (90) days after the Secretary receives the request for the special meeting and the Board determines in good faith that the business of such annual meeting includes (among any other matters properly brought before the annual meeting) the business specified in the request. A stockholder may revoke a request for a special meeting at any time by written revocation delivered to the Secretary, and if, following such revocation, there are un-revoked requests from stockholders holding in the aggregate less than the requisite number of shares entitling the stockholders to request the calling of a special meeting, the Board, in its discretion, may cancel the special meeting.

Business transacted at all special meetings shall be limited to the matters specifically stated in the Corporation's notice of special meeting (or any supplement thereto). Business transacted at a special meeting requested by the stockholders shall be limited to the matters described in the request for a special meeting (or any supplement thereto); provided, however, that nothing herein shall prohibit the Board from submitting additional matters to stockholders at any such special meeting.

Special meetings shall be held within or without the State of Delaware, as the Board shall designate.

Section 2.04 Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

Section 2.05 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the place, if any, date, hour, and means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting shall be given by the Corporation not less than ten (10) days nor more than sixty (60) days before the meeting (unless otherwise required by law) to every stockholder entitled to vote at the meeting. Notices of special meetings shall also specify the purpose or purposes for which the meeting has been called. Except as otherwise provided herein or permitted by applicable law, notice to stockholders shall be in writing and delivered personally or mailed (including by electronic transmission in accordance with applicable law) to the stockholders at their address appearing on the books of the Corporation. Any stockholder may waive notice of any meeting, either before or after the meeting. The attendance of any stockholder at any meeting shall constitute a waiver of notice of such meeting, except when the stockholder attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of the meeting shall be bound by the proceedings of the meeting in all respects as if due notice thereof had been given.

Section 2.06 List of Stockholders. The Secretary shall prepare, or have prepared, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order, and showing the address of each stockholder and the number of shares of each class of capital stock of the Corporation registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting at the principal place of business of the Corporation. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting the whole time thereof and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as provided by applicable law, the stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger and the list of stockholders or to vote in person or by proxy at any meeting of stockholders.

Section 2.07 Quorum. Unless otherwise required by law, the Corporation's Certificate of Incorporation (the "Certificate of Incorporation") or these Bylaws, at each meeting of the stockholders, a majority in voting power of the shares of the Corporation issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum. A quorum, once established, shall not be broken by the subsequent withdrawal of enough votes to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chair of the meeting shall have power to adjourn the meeting from time to time, in the manner provided in Section 2.08, until a quorum shall be present or represented.

Section 2.08 Adjournments. Any meeting of the stockholders, annual or special, may be adjourned from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time, place, if any, thereof and the means of remote communication, if any, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting in accordance with the requirements of Section 2.05 shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.09 Conduct of Meetings. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of the stockholders as it shall deem appropriate. At every meeting of the stockholders, the Chair of the Board, or in his or her absence or inability to act, the Chief Executive Officer, or, in his or her absence or inability to act, the person whom the Board shall appoint, shall act as chair of, and preside at, the meeting. The Secretary or, in his or her absence or inability to act, the person whom the chair of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the chair of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chair of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as the chair of the meeting shall determine; (e) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (f) limitations on the time allotted to questions or comments by participants. The chair shall have the power to adjourn any meeting of the stockholders from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

Section 2.10 Voting; Proxy. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, any question brought before any meeting of the stockholders, other than the election of directors, shall be decided by the affirmative vote of the holders of a majority of the total number of votes of the Corporation's capital stock represented at the meeting and entitled to vote on such question, voting as a single class. Unless otherwise provided in the Certificate of Incorporation, and subject to Section 2.04, each stockholder represented at a meeting of the stockholders shall be entitled to cast one (1) vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy as provided in this Section 2.10. The Board, in its discretion, or the officer of the Corporation presiding at a meeting of the stockholders, in such officer's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Except as provided in Section 3.03, directors shall be elected by a majority of the votes cast at the annual meeting of stockholders. Directors need not be stockholders. Notwithstanding the foregoing, in the instance where the Secretary has received a notice in accordance with these Bylaws that a stockholder has nominated a person for election to the Board at any time prior to any meeting of the stockholders or at such meeting, then the directors shall be elected by a plurality of the votes cast at the annual meeting of stockholders. For purposes of this Section 2.10, a "majority of the votes cast" shall mean that the number of votes cast "for" a director's election exceeds the number of votes cast "against" such director's election. Abstentions and broker non-votes are not counted as votes cast either "for" or "against" a director's election.

Each stockholder entitled to vote at a meeting of the stockholders may authorize another person or persons to act for such stockholder by proxy filed with the Secretary before or at the time of the meeting, but no such proxy shall be voted or acted upon after three (3) years from its date, unless such proxy provides for a longer period

Section 2.11 Advance Notice of Stockholder Nominations and Proposals.

(a) Timely Notice. At a meeting of the stockholders, only such nominations of persons for the election of directors and such other business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, nominations or such other business must be: (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board or any committee thereof, (ii) otherwise properly brought before the meeting by or at the direction of the Board or any committee thereof, or (iii) otherwise properly brought before an annual meeting by a stockholder who: (A) is a stockholder of record of the Corporation at the time such notice of meeting is delivered and at the time the notice required hereunder is delivered to the Secretary, (B) is entitled to vote at the meeting, and (C) complies with the notice procedures and disclosure requirements set forth in this Section 2.11. In addition, any proposal of business (other than the nomination of persons for election to the Board) must be a proper matter for stockholder action. For business (including, but not limited to, director nominations) to be properly brought before an annual meeting by a stockholder, the stockholder or stockholders of record intending to propose the business (the "Proposing Stockholder") must have given timely notice thereof pursuant to this Section 2.11(a) or Section 2.11(c) below, as applicable, in writing to the Secretary even if such matter is already the subject of any notice to the stockholders or Public Disclosure from the Board. To be timely, a Proposing Stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation: (x) not later than the close of business on the 90th day, nor earlier than the close of business on the 120th day in advance of the anniversary of the previous year's annual meeting if such meeting is to be held on a day that is within 30 days before or after the anniversary of the previous year's annual meeting; and (y) with respect to any other annual meeting of stockholders, not later than the close of business on the tenth (10th) day following the date of Public Disclosure of the date of such meeting. In no event shall any adjournment or postponement of an annual meeting, or the Public Disclosure thereof, commence a new notice time period (or extend any notice time period). For purpose of timely notice at the 2016 annual meeting of stockholders of the Corporation, a Proposing Stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not later than the close of business on February 1, 2016, nor earlier than the close of business on January 2, 2016.

(b) Stockholder Nominations. For the nomination of any person or persons for election to the Board whether at an annual meeting or a properly called special meeting of stockholders, a Proposing Stockholder's notice to the Secretary shall set forth (i) the name, age, business address and residence address of each nominee proposed in such notice, (ii) the principal occupation or employment of each such nominee, (iii) (A) the number of shares of capital stock of the Company which are owned of record and beneficially by each such nominee and any affiliates or associates of such nominee (if any) and (B) a description of any agreement, arrangement or understanding of the type described in clause (vi)(D) of this section, but as it relates to each such nominee rather than the Proposing Stockholder, (iv) (A) if any such nominee is a party to any compensatory, payment or other financial agreement, arrangement or understanding with any person or entity other than the Company, or has received any compensation or other payment from any person or entity other than the Company, in each case in connection with candidacy or service as a director of the Company, a detailed description of such agreement, arrangement or understanding and its terms or of any such compensation received and (B) such other information concerning each such nominee as would be required to be disclosed in a proxy statement soliciting proxies for the election of such nominee as a director in an election contest (even if an election contest is not involved) or that is otherwise required to be disclosed, under Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (v) the consent of the nominee to being named in the proxy statement as a nominee and to serving as a director if elected and a representation by the nominee to the effect that, if elected, the nominee will agree to and abide by all policies of the Board as may be in place at any time and from time to time, and (vi) as to the Proposing Stockholder: (A) the name and address of the Proposing Stockholder as they appear on the Company's books and of the beneficial owner, if any, on whose behalf the nomination is being made, (B) the class and number of shares of the Company which are owned by the Proposing Stockholder (beneficially and of record) and owned by the beneficial owner, if any, on whose behalf the nomination is being made, as of the date of the Proposing Stockholder's notice, (C) a description of any agreement, arrangement or understanding with respect to such nomination between or among the Proposing Stockholder and any of its affiliates or associates, and any others (including their names) acting in concert with any of the foregoing, (D) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the Proposing Stockholder's notice by, or on behalf of, the Proposing Stockholder or any of its affiliates or associates, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of the Proposing Stockholder or any of its affiliates or associates with respect to shares of stock of the Company, (E) a representation that the Proposing Stockholder is a holder of record of shares of the Company entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice, (F) a representation whether the Proposing Stockholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Company's outstanding capital stock required to approve the election of the nominee and/or otherwise to solicit proxies from stockholders in support of such election and (G) and, with respect to (B), (C) and (D) above, a representation that the Proposing Stockholder will promptly notify the Company in writing of the same as of the record date for the meeting promptly following the later of the record date or the date notice of the record date is first publicly disclosed. The Company may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(c) Other Stockholder Proposals. For all business other than director nominations, a Proposing Stockholder's notice to the Secretary shall set forth as to each matter the Proposing Stockholder proposes to bring before the annual meeting or properly called special meeting, as the case may be: (i) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting, (ii) any other information relating to such stockholder and beneficial owner, if any, on whose behalf the proposal is being made, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal and pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (iii) a description of all agreements, arrangements, or understandings between or among such Proposing Stockholder, or any affiliates or associates of such Proposing Stockholder, and any other person or persons (including their names) in connection with the proposal of such business and any material interest of such Proposing Stockholder or any affiliates or associates of such Proposing Stockholder, in such business, including any anticipated benefit therefrom to such Proposing Stockholder, or any affiliates or associates of such Proposing Stockholder and (iv) the information required by Section 2.11(b)(vi) above.

(d) Proxy Rules. The foregoing notice requirements of Section 2.11(c) shall be deemed satisfied by a stockholder with respect to inclusion in the proxy statement referenced below of a proposal with respect to business other than a nomination if the stockholder has notified the Corporation of his, her or its intention to present such proposal at an annual meeting in compliance with Rule 14(a)-8 of the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting.

(e) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (x) by or at the direction of the Board or any committee thereof (or stockholders pursuant to Section 2.03 above) or (y) provided that the Board (or stockholders pursuant to Section 2.03 above) has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 2.11 is delivered to the Secretary, who is entitled to vote at the meeting and upon such election and who complies with the notice procedures set forth in this Section 2.11. If the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by this Section 2.10 shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth ($10^{th}$) day following the day on which notice of the date of the special meeting was mailed or Public Disclosure of the date of the special meeting was made, whichever first occurs. In no event shall any adjournment or postponement of a special meeting, or the Public Disclosure thereof, commence a new time period (or extend any notice time period).

(f) Effect of Noncompliance. Notwithstanding anything in these Bylaws to the contrary: (i) no nominations shall be made or business shall be conducted at any annual meeting or special meeting except in accordance with the procedures set forth in this Section 2.11, and (ii) unless otherwise required by law, if a Proposing Stockholder intending to propose business or make nominations at an annual meeting or special meeting pursuant to this Section 2.11 does not provide the information required under this Section 2.11 to the Corporation in accordance with the applicable timing requirements set forth in these Bylaws, or the Proposing Stockholder (or a qualified representative of the Proposing Stockholder) does not appear at the meeting to present the proposed business or nominations, such business or nominations shall not be considered, notwithstanding that proxies in respect of such business or nominations may have been received by the Corporation.

(g) For purposes of this Section 2.11:

(i) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(ii) "Public Disclosure" shall mean a disclosure made in a press release reported by the Dow Jones News Services, The Associated Press or a comparable national news service or in a document filed by the Company with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

Section 2.12 Inspectors at Meetings of Stockholders. The Board, by resolution, the Chair or Chief Executive Officer, in advance of any meeting of stockholders, shall appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall have the duties prescribed by law, and shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting, the existence of a quorum and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

## ARTICLE III

## BOARD OF DIRECTORS

Section 3.01 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws required to be exercised or done by the stockholders.

Section 3.02 Number; Term of Office. The number of directors of the Corporation shall be fixed from time to time by resolution of the Board but shall not be less than six (6) nor more than twelve (12). Except as otherwise provided in the Corporation's Certificate of Incorporation, each director shall serve until the annual meeting of stockholders for the year in which his or her term expires and until a successor is duly elected and qualified, or until the director's earlier death, resignation, disqualification or removal.

Section 3.03 Newly Created Directorships and Vacancies. Subject to the terms of any one or more series of Preferred Stock entitled to elect directors, any newly created directorships resulting from an increase in the authorized number of directors and any vacancies occurring in the Board shall be filled solely by a majority of the remaining members of the Board, although less than a quorum, or by a sole remaining director. A director appointed to fill a vacancy on the Board shall hold office until the earlier of the expiration of the term of office of the director whom he or she has replaced, a successor is duly elected and qualified or the earlier of such director's death, resignation or removal.

Section 3.04 Resignation. Any director may resign from the Board or any committee thereof at any time by notice given in writing or by electronic transmission to the Chair of the Board, the Chief Executive Officer or the Secretary of Corporation and, in the case of any committee, to the chair of such committee. Such resignation shall take effect at the date of receipt of such notice by the Corporation or at such later time as is therein specified, and acceptance of such resignation shall not be necessary to make it effective.

Section 3.05 Reserved.

Section 3.06 Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board and may be paid a fixed sum for attendance at each meeting of the Board or a stated salary for services as a director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for services as committee members.

Section 3.07 Regular Meetings. Regular meetings of the Board may be held without notice at such times and at such places as may be determined from time to time by the Board or its chair.

Section 3.08 Special Meetings. Special meetings of the Board may be held at such times and at such places as may be determined by the chair or the Chief Executive Officer at least twenty-four (24) hours' notice to each director given by one of the means specified in Section 3.11 hereof other than by mail or on at least three (3) days' notice if given by mail. Special meetings shall be called by the chair or the Chief Executive Officer in like manner and on like notice on the written request of a majority of the directors.

Section 3.09 Telephone Meetings. Unless otherwise provided in the Certification of Incorporation or the Bylaws, the Board or Board committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a director in a meeting pursuant to this Section 3.09 shall constitute presence in person at such meeting.

Section 3.10 Adjourned Meetings. A majority of the directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least twenty-four (24) hours' notice of any adjourned meeting of the Board shall be given to each director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.11 hereof other than by mail, or at least three (3) days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

Section 3.11 Notices. Subject to Section 3.08, Section 3.10 and Section 3.12 hereof, whenever notice is required to be given to any director by applicable law, the Certificate of Incorporation or these Bylaws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such director at such director's address as it appears on the records of the Corporation, facsimile, e-mail or by other means of electronic transmission.

Section 3.12 Waiver of Notice. Whenever notice to directors is required by applicable law, the Certificate of Incorporation or these Bylaws, a waiver thereof, in writing signed by, or by electronic transmission by, the director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board or committee meeting need be specified in any waiver of notice.

Section 3.13 Organization. At each meeting of the Board, or any committee thereof, the chair, or in his or her absence, another director selected by the Board or the committee, as applicable, shall preside. Except as provided below, the Secretary shall act as secretary at each meeting of the Board and of each committee thereof. If the Secretary is absent from any meeting of the Board or any committee thereof, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting. Notwithstanding the foregoing, the members of each committee of the Board may appoint any person to act as secretary of any meeting of such committee and the Secretary or any Assistant Secretary of the Corporation may, but need not if such committee so elects, serve in such capacity.

Section 3.14 Quorum of Directors. The presence of a majority of the Board or any Board committee shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board or committee, as applicable.

Section 3.15 Action By Majority Vote. Except as otherwise expressly required by these Bylaws, the Certificate of Incorporation or by applicable law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 3.16 Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee in accordance with applicable law.

Section 3.17 Interested Directors; Quorum.

(a) No contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of the directors of the Corporation is a director or officer, or has a financial interest, shall be void or voidable, because the director is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction, or solely because such director's vote is counted for such purpose, if:

(i) the material facts as to such director's relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested Directors be less than a quorum;

(ii) the material facts as to such director's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified, by the Board, a committee thereof, or the stockholders; and

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

Section 3.18 Committees of the Board. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Subject to the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed for trading, if a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board. Unless the Board provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board provides otherwise, each committee designated by the Board may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board conducts its business pursuant to this Article III. Notwithstanding anything to the contrary contained in this Article III, any resolution of the Board establishing or directing any committee of the Board or establishing or amending the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling.

## ARTICLE IV

## OFFICERS

Section 4.01 Positions and Election. The officers of the Corporation shall consist of a Chief Executive Officer, a President, a Secretary, a Treasurer and such other officers with such other titles as the Board shall determine, including one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries. The Board may appoint such other officers as it may deem appropriate. Any two or more offices may be held by the same person. Officers may, but need not, be directors or stockholders of the Corporation. The salaries of all officers shall be shall be fixed by the Board.

Section 4.02 Term. Each officer of the Corporation shall hold office until such officer's successor is duly elected and qualified or until such officer's earlier death, resignation or removal. The Board may remove any officer at any time with or without cause by the majority vote of the members of the Board.

Section 4.03 Resignation. Any officer of the Corporation may resign at any time by giving written notice of his or her resignation to the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon receipt unless such notice provides that the resignation is effective at some later time or upon the occurrence of some later event.

Section 4.04 Vacancies. A vacancy occurring in any office shall be filled in the same manner as provide for the election or appointment to such office.

Section 4.05 Chief Executive Officer; President. Unless the Board has designated another person as the Corporation's Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation subject to the direction of the Board, and shall perform all duties and have all powers that are commonly incident to the office of chief executive or that are delegated to such officer by the Board. The President shall perform such other duties and shall have such other powers as the Board or the Chief Executive Officer (if the President is not the Chief Executive Officer) may from time to time prescribe.

Section 4.06 Vice Presidents. Each Vice President shall have such powers and perform such duties as may be assigned to him or her from time to time by the Board or the Chief Executive Officer (or the President if there is no Chief Executive Officer). The Board may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board.

Section 4.07 Secretary; Assistant Secretary. The Secretary, or an Assistant Secretary, shall attend all sessions of the Board and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board, and shall perform such other duties as may be assigned by the Board. The Secretary, or an Assistant Secretary, shall keep in safe custody the seal of the Corporation and have authority to affix the seal to all documents requiring it and attest to the same.

Section 4.08 Treasurer; Assistant Treasurer. The Treasurer, or an Assistant Treasurer, shall have the custody of the corporate funds and other property of the Corporation, except as otherwise provided by the Board, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer, or an Assistant Treasurer, shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and whenever requested by the Board, shall render an account of all his or her transactions as treasurer and of the financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board.

Section 4.09 Delegation of Authority. The Board may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding the provisions herein.

Section 4.10 Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer, any President, any Vice President or any other officer authorized to do so by the Board and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4.11 Chair of the Board. The Board, in its discretion, may choose a Chair (who shall be a director but need not be elected as an officer). The Chair of the Board shall preside at all meetings of the stockholders, the Board. The Chair of the Board shall perform such other duties and may exercise such other powers as may from time to time be assigned by these Bylaws or by the Board.

## ARTICLE V

## STOCK CERTIFICATES AND THEIR TRANSFER

Section 5.01 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates; provided that the Board may provide by resolution or resolutions that some or all of any class or series shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock. If shares are represented by certificates, such certificates shall be in the form, other than bearer form, approved by the Board. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the chair, any vice chair, the president or any vice president, and by the secretary, any assistant secretary, the treasurer or any assistant treasurer. Any or all such signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

Section 5.02 Transfers of Stock. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 5.03 Transfer Agents and Registrars. The Board may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

Section 5.04 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate or uncertificated shares in place of any previously issued certificate alleged to have been lost, stolen or destroyed, upon such terms and conditions as the Board may prescribe, including the presentation of reasonable evidence of such loss, theft or destructions and the giving of such indemnity and posting of such bond sufficient to indemnify the Corporation or the transfer agent or registrar against any claim that may be made against them.

Section 5.05 Dividend Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

Section 5.06 Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

## ARTICLE VI

## GENERAL PROVISIONS

Section 6.01 Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware”. The seal of the Corporation shall be in such form as shall be approved by the Board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise, as may be prescribed by law or custom or by the Board.

Section 6.02 Fiscal Year. Except as from time to time otherwise designated by the Board, the fiscal year of the Corporation shall end on December 31.

Section 6.03 Contracts. Except as otherwise provide in these Bylaws, the Board may authorize any officer or officers to enter into any contract or to execute or deliver any instrument on behalf of the Corporation and such authority may be general or limited to specific instances. Any officer so authorized may, unless the authorizing resolution otherwise provides, delegate such authority to one or more subordinate officers, employees or agents, and such delegation may provide for further delegation.

Section 6.04 Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board or by an officer or officers authorized by the Board to make such designation.

Section 6.05 Dividends. Dividends upon the capital stock of the Corporation, subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation, if any, may be declared by the Board at any regular or special meeting of the Board (or any action by written consent in lieu thereof in accordance with Section 3.16), and may be paid in cash, in property, or in shares of the Corporation’s capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board may modify or abolish any such reserve.

Section 6.06 Conflict With Applicable Law or Certificate of Incorporation. These Bylaws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

## ARTICLE VII

## INDEMNIFICATION

Section 7.01 Indemnification of Directors and Officers.

(a) Each person who is or was a director or officer of the Corporation (including the heirs, executors, administrators or estate of such person) shall be indemnified by the Corporation as of right to the full extent permitted by the DGCL against any liability, cost or expense asserted against such director or officer and incurred by such director or officer by reason of the fact that such person is or was a director or officer. The right to indemnification conferred by this Section 7.01 shall include the right to be paid by the Corporation the expenses incurred in defending in any action, suit or proceeding in advance of its final disposition, subject to the receipt by the Corporation of such undertakings as might be required of an indemnitee by the DGCL.

(b) In any action by an indemnitee to enforce a right to indemnification hereunder or by the Corporation to recover advances made hereunder, the burden of proving that the indemnitee is not entitled to be indemnified shall be on the Corporation. In such an action, neither the failure of the Corporation (including its Board, independent legal counsel or stockholders) to have made a determination that indemnification is proper, nor a determination by the Corporation that indemnification is improper, shall create a presumption that the indemnitee is not entitled to be indemnified or, in the case of such an action brought by the indemnitee, be a defense thereto. If successful in whole or in part in such an action, an indemnitee shall be entitled to be paid also the expense of prosecuting or defending same. The Corporation may, but shall not be obligated to, maintain insurance at its expense, to protect itself and any such person against any such liability, cost or expense.

## ARTICLE VIII

## AMENDMENTS

These Bylaws may be amended, altered, changed, adopted and repealed or new bylaws adopted by the Board or by the stockholders as expressly provided in the Certificate of Incorporation.

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**SECOND AMENDED AND RESTATED TRANSITION SERVICES AGREEMENT**

by and between

**E. I. DU PONT DE NEMOURS AND COMPANY, et al.**

and

**THE CHEMOURS COMPANY, et al.**

Dated as of January 1, 2015

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**EXHIBITS**

**SECOND AMENDED AND RESTATED TRANSITION SERVICES AGREEMENT**

This SECOND AMENDED AND RESTATED TRANSITION SERVICES AGREEMENT (***"Agreement"***) is entered into as of January 1, 2015 (to be effective as of the Effective Time), by and between E. I. du Pont de Nemours and Company, a Delaware corporation (***"DuPont"*** or ***"Provider"***) and other undersigned members of the Provider Group, and The Chemours Company, a Delaware Corporation (as Successor to The Chemours Company, LLC) (***"Chemours"*** or ***"Recipient"*** and other undersigned members of the Recipient Group, and amends, restates and supersedes in its entirety that certain First Amended and Restated Transition Services Agreement between the Parties dated January 1, 2015. Chemours, DuPont (each a ***"Lead Party"*** and together, the ***"Lead Parties"***) along with the other undersigned members of the Provider and Recipient Groups are at times referred to herein individually as a ***"Party"*** and collectively as the ***"Parties."***

**W I T N E S S E T H**

**WHEREAS**, the Lead Parties and certain of their Affiliates will enter into that certain Separation Agreement dated June 26, 2015 (the ***"Separation Agreement"***); and

**WHEREAS**, in contemplation of the Separation Agreement, the Parties have agreed to enter into this Agreement, pursuant to which DuPont shall provide, or cause Provider Group members to provide Chemours, and the Persons within Recipient Group, with certain identified services, in each case on a transitional basis and subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

## ARTICLE 1.
## DEFINITIONS

1.01. Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified or referred to in this Article 1:

***"Action"*** – means any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

***"Affiliate"*** – means, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For the purposes of this definition, "control", when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise.

***"Agreement"*** – means this Second Amended and Restated Transition Services Agreement, and includes all **Exhibits**, **Schedules** and **SLAs** hereto, as amended, modified or supplemented from time to time in accordance with its terms.

***"Assets"*** – means all rights (including Intellectual Property), title and ownership interests in and to all properties, claims, Contracts, businesses, or assets (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected on the books and records or financial statements of any Person. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes (including any Tax items or attributes) shall not be treated as Assets.

***"Business Day"*** – means any day other than (a) a Saturday or a Sunday or (b) a day on which commercial banks located in the State of Delaware are authorized or required by Law to be closed for business.

***"Change"*** – means each change to the nature, the manner of performing, or level of a Service or any additional service.

***"Change of Control"*** – means, with respect to any Person (the "CoC Person"), any transaction or series of transactions (whether direct or indirect) resulting in (i) the sale of all or substantially all of the assets of such CoC Person, (ii) an acquisition of such CoC Person by means of merger or other form of corporate reorganization in which the outstanding securities of such CoC Person are exchanged for securities or other consideration issued, or caused to be issued, by the acquirer or the acquirer's subsidiary or Affiliate (other than a merger or consolidation which would result in the voting securities of such CoC Person outstanding immediately prior thereto continuing to represent at least fifty percent (50%) of the total voting power represented by the voting securities of such CoC Person or such surviving entity outstanding immediately after such merger or consolidation); or (iii) a Person (together with any Affiliates of such Person or Persons otherwise associated with such Person) or a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), (A) becoming at any time following the execution of this Agreement the beneficial owner (as defined under Rule 13d of the 1934 Act), directly or indirectly, of shares of stock or other equity interests of the CoC Person entitling such Person to exercise fifty percent (50%) or more of the total voting power of all classes of stock or other equity interests of the CoC Person entitled to vote in elections of directors or equivalent governing body or (B) otherwise acquiring the right, directly or indirectly, to direct or cause the direction of the management or policies of the CoC Person, whether through the ownership of securities, by contract or otherwise.

***"Change Request"*** – means a written description of a proposed Change.

***"Chemours"*** – is defined in the preamble.

***"Claim"*** – means any action, claim, demand, suit, arbitration or other Action.

***"Confidential Information"*** – means all proprietary technical, economic, environmental, operational, financial and/or other business information or material of one party which, following the Effective Time in the course of providing or receiving services hereunder, has been disclosed by DuPont or members of Provider Group, on the one hand, or Chemours or members of Recipient Group, on the other hand, in written, oral (including by recording), electronic, or visual form to, or otherwise has come into the possession of, the other, except to the extent that such information can be shown to have (a) already known at the time of its receipt by the receiving party, as shown by its prior written records, (b) properly in the public domain through no fault of the receiving party, (c) disclosed to the receiving party by a third party who may lawfully do so, or (d) independently developed by or for the receiving party without use of the disclosing party's Confidential Information.

***"Consent Costs"*** – means all costs paid or coming due after the Effective Time associated with securing consents from third party vendors that to Provider's knowledge are required to provide the Services to the Recipient Parties.

***"Contract"*** – means any agreement, contract, subcontract, obligation, binding understanding, note, indenture, instrument, option, lease, promise, arrangement, release, warranty, license, sublicense, insurance policy, benefit plan, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

***"CPR"*** – means the International Institute for Conflict Prevention & Resolution, Inc., or its successor organization.

***"Damages"*** – means any Liabilities and/or judgments (including reasonable legal, accounting and other expenses and court costs).

***"Defaulting Party"*** – is defined in Section 5.01 (Default).

***"Disclosing Party"*** – means, for purposes of a request or requirement to disclose Confidential Information, the Party who is subject to such a request.

***"DISO"*** – means DuPont Information Security Organization.

***"DuPont"*** – is defined in the preamble.

***"Effective Time"*** – means 12:01 a.m. Eastern standard time on January 1, 2015 for purposes of this Agreement.

***"Equipment"*** – means capital or similar equipment that is required to perform certain Services (e.g., office equipment, lab equipment, specialty equipment, machinery, copiers, forklifts, furnishings and vehicles, which are not purchased or acquired on behalf of a Recipient Party).

***"Expenses"*** – means any necessary expenditures made on behalf of a Recipient Party pursuant to any applicable SLA, including without limitation travel expenses of Provider Party personnel and expenditures invoiced by third party vendors in connection with the Services that are similar to expenditures directly billed to the Chemours Business (as will be defined in the Separation Agreement) prior to the Effective Time.

***"Force Majeure"*** – means, for any Party, any circumstance(s) beyond the reasonable control of that Party which has the effect of delaying, hindering or preventing (in whole or in part) performance, including acts of God, fire, accident, flood, explosion, war, civil disturbance, acts of terrorism, hurricanes, tornadoes, riots, action or inaction by, or request of, any Governmental Entity (including any Law), strike, collective bargaining obligations, labor dispute or shortage, injunction, failure to supply or delay on the part of contractors, errors in services supplied by contractors, inability to obtain or shortage of fuel, utilities, equipment or apparatus. A Force Majeure event affecting a third party supplier of any Service and any failure by such a supplier to supply (in whole or in part) any Service for any other reason shall constitute Force Majeure hereunder if, and to the extent that, such event or failure prevents, hinders or delays any Provider Party in the performance of its obligations hereunder.

***"General Knowledge"*** – means any ideas, concepts, know-how or techniques related to the deliverables herein that are retained in the unaided memories of any Party's employees who have had access to information consistent with terms of this Agreement. For purposes of the foregoing, an employee's memory is unaided if the employee has not intentionally memorized the information for the purpose of retaining and subsequently using or disclosing it.

***"Governmental Entity"*** – means any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational, or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

***"Group"*** – means either Provider Group or Recipient Group, as the context requires.

***"Indemnified Person"*** – means the Lead Party who is the beneficiary of the other Lead Party's indemnification obligations contained in Article 7, which in the case of DuPont includes Persons in the Provider Group, and in the case of Recipient includes Persons in the Recipient Group.

***"Indemnifying Person"*** – means the Lead Party with the indemnification obligations to the other Party pursuant to Article 7.

***"Intellectual Property"*** – means (a) issued patents, pending patent applications and patent disclosures, whether or not reduced to practice, including any re-issuances, continuations, continuations-in-part, divisions, supplementary protection certificates, extensions and re-examinations thereof, (b) registered and unregistered trademarks, service marks, trade dress, trade names, domain names, uniform resource locators (URLs), and websites, logos and corporate names and intellectual property registrations and applications for registrations therefor, (c) registered and unregistered copyrights and mask works, (d) technical, manufacturing, development, production, marketing and scientific know-how, technology, information and data (including, but not limited to, diagrams, charts, formulas and analytical methods), (e) trade secrets and other confidential information, (f) information technology rights, and (g) any other similar or other intellectual property rights, whether tangible or intangible, and whether protected or not, but in all events, excluding any IT Assets.

***"Interdependent Service"*** – means, with respect to a Service under this Agreement, the Reverse TSA or the IT-TSA that is being terminated, a Service that cannot be provided or cannot be provided at the same cost upon termination of such other Service, and with respect to a Service under this Agreement, the Reverse TSA or the IT-TSA that is being extended a Service that must be extended in connection with the extension of such other Service.

***"IT Assets"*** – means all software, computer systems, telecommunications equipment, databases, Internet Protocol addresses, data rights and documentation, reference and resource materials relating thereto, and all Contracts (including Contract rights) relating to any of the foregoing (including software license agreements, source code escrow agreements, support and maintenance agreements, electronic database access contracts, domain name registration agreements, website hosting agreements, software or website development agreements, outsourcing agreements, service provider agreements, interconnection agreements, governmental permits, radio licenses and telecommunications agreements).

"***IT TSA***" **–** means that certain Information Technology Transition Services Agreement among the Parties effective as of the Effective Time, as amended, modified or supplemented from time to time in accordance with its terms.

***"Law"*** – means any applicable U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

***"Lead Party"*** and ***"Lead Parties"*** – are defined in the preamble.

***"Liabilities"*** – means any and all Indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, reserved or unreserved, or determined or determinable, including those arising under any Law, Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, damages or equitable relief which may be imposed and including all costs and expenses related thereto. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes shall not be treated as Liabilities.

***"Migration Plan"*** – means a written migration plan to wind down the Recipient Parties' receipt of the Services and develop their internal service capabilities or employ third party providers so as to render receipt of the Services from Provider Parties no longer necessary.

***"Non-Defaulting Party"*** – is defined in Section 5.01 (Default).

***"Non-Disclosing Party"*** – means, for purposes of a request or requirement to disclose Confidential Information, the Party who is not subject to such a request.

***"Party"*** and ***"Parties"*** are defined in the preamble.

***"Person"*** – means any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership, or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

***"Primary Coordinator"*** – means the representative who acts as the primary contact person on behalf of the Provider Group or the Recipient Group for the provision of all Services.

***"Provider"*** – is defined in the preamble.

***"Provider Group"*** – means Provider and all Affiliates of Provider other than the Recipient Group.

***"Provider Intellectual Property"*** – means all Intellectual Property in the Services and all software, source and object code, and other means created or acquired and employed by Provider Parties to provide the Services, specifications, designs, processes, techniques, concepts, improvements, discoveries, and inventions, including any modifications, improvements, or derivative works thereof, created prior to or independently during the Term or any extension thereof.

***"Provider Parties"*** – means the undersigned members of the Provider Group, each of which may be referred to individually as a ***"Provider Party."***

***"Public Utility Event"*** – means either (a) a determination that any Provider Party is a public utility or (b) a determination by any Provider Party in good faith based on the advice of counsel that there is a material risk of it being deemed a public utility.

***"Recipient"*** – is defined in the preamble.

***"Recipient Content"*** – means all Intellectual Property in and to data or Confidential Information of Recipient or Recipient Group members, created or provided by Recipient or Recipient Group members.

***"Recipient Group"*** – means all the specific Persons listed in **Exhibit B** hereto.

***"Recipient Parties"*** – means the undersigned members of the Recipient Group, each of which shall be referred to individually as a ***"Recipient Party."***

***"Required Notice Period"*** –means the applicable notice period for Recipient's termination of a Service as set forth in the relevant SLA for such Service opposite the heading "Required Notice Period for Early Termination," or three (3) months if not otherwise specified in the SLA.

***"Residual Costs"*** – mean all internal and third party costs, fees and expenses of the Provider Parties (1) that arise as a direct result of the early termination of an SLA, or (2) that constitute part of the Service Fees of an SLA but that the Provider Parties cannot reasonably eliminate as a result of the early termination of an SLA, both as reasonably determined by Provider.

***"Reverse TSA"*** – means that certain Reverse Transition Services Agreement among the Parties effective as of the Effective Time, as amended, modified or supplemented from time to time in accordance with its terms.

***"Separation Agreement"*** – is defined in the preamble.

***"Service"*** – means those services covered by and described in more detail in the SLAs. Unless otherwise expressly stated in an SLA, each SLA shall be deemed to describe one (1) Service hereunder.

***"Service Fees"*** – means the sum of the amounts specified in each SLA in effect during the relevant period.

***"Service Recipient"*** – means, with respect to a Service, each member of Recipient Group identified in the applicable SLA.

***"Service Term"*** – means the term for each SLA, including any Service Term Extension validly granted pursuant to Section 2.03(c).

***"Service Term Extension"*** – means an extension of a Service Term in accordance with the provisions of Section 2.03 (Term of Service).

***"SLA"*** – means each individual Service Level Agreement listed and attached to this Agreement as **Exhibit A** (Transitional Services), which is made part of this Agreement, or which may be entered into by the Parties from time to time after the Effective Time.

***"Specification"*** – means the specifications or scope of the Service stated in the relevant section of the applicable SLAs, as those Specifications may be amended from time to time by DuPont on not less than one (1) month prior written notice.

***"Spin Date"*** – means the date on which Recipient ceases to be an Affiliate of Provider.

***"Taxes"*** – means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, value added, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, escheat, alternative minimum, estimated or other tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax), imposed by any Governmental Entity or political subdivision thereof, and any interest, penalty, additions to tax, or additional amounts in respect of the foregoing.

***"Tax Matters Agreement"*** – means the Tax Matters Agreement by and between DuPont and Chemours.

***"Term of this Agreement"*** – means the earlier of: (a) termination or expiration of all SLAs, or (b) termination of this Agreement as provided herein.

***"Third-Party Claim"*** – means an Action brought by a third-party against an Indemnified Person.

***"Transitional Services Employees"*** – means either former employees of a Provider Party who become employed by a Recipient Party, or other employees of the Recipient Parties performing similar functions as such former employees of the Provider Parties.

***"Willful Breach"*** – means a deliberate, volitional, non-coerced and non-accidental act or omission by a Party in breach of its obligations hereunder to provide or accept a Service in accordance with the terms of this Agreement (the ***"Breaching Party"***), where such breach continues for a reasonable period of time not less than ten (10) days after another Party (the ***"Non-Breaching Party"***) has served written notice on the Breaching Party and the Breaching Party has failed to cure.

## ARTICLE 2.
## SERVICES PROVIDED

2.01. Transitional Services.

(a) Services Provided. Upon the terms and subject to the conditions set forth in this Agreement, the Provider Parties will provide (either themselves or through Provider Group members or third party agents or contractors) the Services to the Recipient Parties. In no event shall any Recipient Group member be entitled to any new service without the prior written consent of Provider, which consent may be withheld by Provider for any or no reason in its sole and absolute discretion. In the event that Provider consents to provide a new service, the Lead Parties and any of their Affiliates who will be providing or receiving such service will agree upon a new SLA, which will include the Service Term, Service Fees and other information regarding the nature and scope of such new service, and shall thereafter be deemed a "Service" in accordance with Section 2.01 of this Agreement.

(b) Standard of Care. Subject to the provisions of Article 11 (Force Majeure), the Provider Parties shall perform the Services exercising substantially the same degree of care they exercise in performing the same or similar services for their own account. Nothing in this Agreement shall require a Provider Party to favor the business of a Recipient Party over the Provider Party's own businesses or those of any other Provider Group members, including any of its subsidiaries or divisions. Nothing in this Agreement shall impose a standard of care equal to or higher than that which may be applicable to commercial providers of a similar service.

(c) Service Levels. Subject to the SLAs, Section 2.01(e) (Changes) and Section 2.01(f) (Modifications or Upgrades), a Recipient Party's level of use of any Service shall not be higher than or expanded from the level of use reasonably required to support the Assets as of the Effective Time. Such limitation of use shall take into account the monthly and seasonal changes in the level of use of a Service during the eighteen (18) month period immediately preceding the Effective Time. Provider Parties shall not be obligated to provide Recipient Parties with special studies, training, or the like, or the advantage of systems, equipment, facilities, training or improvements procured, obtained or made after the Effective Time. In no event shall a Recipient Party be entitled to any increase in the level of its use of any of the Services without the prior written consent of Provider, which consent may be withheld by Provider for any or no reason in its sole and absolute discretion. A Recipient Party may decrease the level of its use of any of the Services, provided however that Recipient must provide at least three (3) months prior written notice to Provider for any decrease in the level of Services that would reasonably be expected to result in reduction of force, require termination of any third party agreements, or may require changes to Provider's IT systems operations (*e.g.* Related to Recipient's IT migration efforts), and provided further that such Recipient Party shall not be entitled to any reduction, decrease or discount of the Service Fees in connection with such decrease in its level of use of any of the Services absent Provider's express written consent, which consent may be withheld by Provider for any or no reason at its sole and absolute discretion. Notwithstanding the foregoing, upon receipt of a proper reduction of Service notice as required by this Section, Provider may in its sole and absolute discretion reduce the Service Fees for such reduced Services solely to the extent that Provider determines, in its sole and absolute discretion, that costs to Provider associated with providing the Services have reduced due directly to such reduction of Services by Recipient. Any such reduced Service Fees shall take effect following the last day of the month that is three months following the receipt of such reduction of Services notice or following the last day of the month in which Provider realizes such reduction of internal costs, whichever is later.

(d) Specification. Subject to Section 2.01(c) (Service Levels) and Section 2.01(e) (Changes), the Provider Parties shall provide each Service indicated in each SLA to the Recipient Parties according to the Specifications and subject to the limitations set forth in the SLA (including limitations relating to scope, scale and description). The Recipient Parties shall not be entitled to receive any Service different from those set forth in the respective SLAs.

(e) Changes. No Recipient Party shall be entitled to any Change without the prior written consent of Provider, which consent may be withheld by Provider for any or no reason in its sole and absolute discretion. In the event that a Recipient Party desires a Change, Recipient will deliver a Change Request to the Provider's Primary Coordinator. The timing for Provider's approval or rejection of such Change Requests shall be determined in Provider's sole and absolute discretion. If a Change Request is approved, the applicable Recipient Party shall be responsible for all costs and Expenses associated with such approved Change.

(f) Modifications or Upgrades. Provider reserves the right to modify or upgrade the nature of or manner of performing a Service as changes are made to Provider's own businesses or are otherwise made with respect to Provider's agreements with third parties or contractors. Provider agrees to provide notification to Recipient of such changes within a commercially reasonable time, provided that such notification shall not be provided any earlier than similar notification is presented to Provider's own businesses. To the extent that such changes affect a Service: (1) Provider shall have no obligation to continue to supply such Service using its former technology or to maintain any legacy system as an accommodation to any Recipient Party, and (2) no Recipient Party shall have any obligation to continue to receive such Service upon the implementation of such changes, provided that Recipient notifies Provider in writing of its election to discontinue such Service within one (1) month of Provider's notification of such changes. To the extent Recipient wishes to continue to receive such Service, Recipient shall be obligated, at Recipient's sole expense and without any assistance from any Provider Party relating thereto, to conform its systems as necessary to Provider's changes; provided that Provider shall determine in its sole and absolute discretion whether Recipient has completed the necessary changes to conform Recipient's systems.

(g) Recipient's Use of Services. Subject to Section 12.02 (Assignments; Successors and No Third Party Rights), to any limitations in the SLAs as to which entities are authorized to receive Services, each Person in the Recipient Group is eligible to receive the Services under this Agreement, solely to the extent relating exclusively to the Assets.

No Person in the Recipient Group is entitled to resell or supply any Service to any Affiliate or unaffiliated third party outside of the Recipient Group, without the prior written consent of Provider, which consent may be withheld by Provider for any or no reason in its sole and absolute discretion. The Parties acknowledge and agree that any Services to be provided under this Agreement will only be provided to support the Assets, such that the only Persons eligible to be included in the Recipient Group to receive Services are those entities receiving the Assets, and Provider is not undertaking a general obligation to provide Services to any newly-created entities of Recipient not directly receiving the Assets.

2.02. Personnel, Resources and Third Parties.

(a) Personnel and Third Parties. In providing the Services, Provider, as it deems necessary or appropriate in its sole discretion, may (1) use the personnel and resources of Provider or Provider Group members, or (2) employ the services and resources of third parties. Provider reserves the right to provide any or all of the Services directly or, in Provider's sole discretion, through any Provider Group member, third party agents or contractors. To the extent Services are provided by a Provider Group member, the corresponding fees and costs may be invoiced by such Provider Group member directly to Recipient or to any member of the Recipient Group, and Recipient or Recipient Group member, as applicable, shall pay such invoice directly to such Provider Group member. Provider shall be permitted to change third party agents or contractors used to provide Services to any Recipient Party, at any time in its sole and absolute discretion.

(b) Transitional Services Employees. The Recipient Parties agree to use commercially reasonable efforts to cooperate with Provider by making available Transitional Services Employees as Provider shall reasonably request in connection with the provision of the Services. For such time as any Transitional Services Employees are performing any functions relating to the Services, (1) such Transitional Services Employees shall remain employees of Recipient or Recipient Group members and shall not be deemed to be employees of Provider or Provider Group member, and (2) the applicable Recipient Party shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits (including severance and worker's compensation), social security contributions and the withholding and payment of applicable Taxes relating to such employment.

(c) New, Additional or Replacement Equipment. Provider shall not be obligated to acquire, upgrade, or provide new or additional equipment to perform Services for Recipient Parties under this Agreement.

2.03. Term of Service.

(a) This Agreement shall become effective at the Effective Time and shall remain in effect until the Term of this Agreement.

(b) The Service Term for each respective entity in the Recipient Group shall commence at the Go Live Date for such entity as reflected on **Exhibit B** hereto and shall terminate upon the earlier of the: (1) date or at the time specified in the SLA; (2) end of the time period during which Provider is authorized to provide the Service pursuant to its contracts with third parties or applicable Law, (3) termination by either Lead Party as provided herein, or (4) Term of this Agreement.

(c) Recipient may request that Provider consent to a Service Term Extension by giving Provider at least three (3) months' advance written notice prior to the end of the applicable Service Term; provided, however, that Provider may withhold its consent for any or no reason in its sole and absolute discretion. Any Service Term Extension (1) shall be in an increment of three (3) months, (2) shall be irrevocable by Recipient upon Provider's receipt of such request, and (3) shall include, at Provider's discretion, the extension of all Interdependent Services. Provider shall not be required to seek consent from any third party for any Service Term Extension. For the avoidance of doubt, Provider may refuse consent to a Service Term Extension on the basis that such extension would, in Provider's judgment, violate the rights of any third party.

2.04. Migration from Services.

(a) Migration Plan. Each Party acknowledges that the purpose of this Agreement is to provide the Services on a transitional basis, until the Recipient Parties can perform the Services for themselves, either through their own personnel or through third parties. Accordingly, at all times from and after the Effective Time, the Recipient Parties shall use best efforts to make or obtain approvals, permits or licenses, implement any necessary systems, and take, or cause to be taken, any and all other actions necessary or advisable so as to render receipt of the Services from Provider no longer necessary. Recipient agrees that within three (3) months of the Spin Date; it shall provide to Provider a written Migration Plan. The Migration Plan shall include, among other things, the following with respect to the Services: (1) phases of implementation, (2) milestones, (3) expected Provider Party involvement, (4) service interdependency issues, (5) requested formats for Recipient's current transactional data to be transferred by Provider, and (6) contingencies. The costs and fees of the Provider Parties to facilitate Recipient's migration are not included in the Service Fees, and Recipient shall be responsible for all additional costs of both the Provider Parties and the Recipient Parties associated with the Migration Plan, and shall reimburse Provider therefor in accordance with Sections 3.03 and 3.05. The respective Primary Coordinators and appropriate functional resources shall meet to discuss implementation of the Migration Plan and expected Provider Party involvement.

(b) Provider's Transition and Migration Obligations. Subject to the exclusions in Section 2.04(c) and unless otherwise agreed in writing between the Parties or as specifically set forth in any SLA, the Provider Party's duties related to migration by Recipient from Services are limited to the following: (1) disclosure of the overall scope and nature of the Services provided, and (2) providing a single transfer of files of Recipient current transactional data (*i.e.* data created post-Effective Time) relating to the Services that have been retained by the Provider Parties in connection with the provision of Services, in accordance with Provider's records retention policies, and to the extent then available, in the format and media in which the applicable Provider Party then maintains such data.

(c) Provider's Excluded Transition and Migration Obligations. In the absence of an agreement in writing between the Lead Parties (including provisions relating to further compensation therefor from Recipient), the Provider Parties shall have no obligation to:

(1) load data to the Recipient Parties' systems, (2) co-develop conversion programs, (3) write Recipient Party extraction programs, (4) generate multiple data file formats, (5) provide or develop interfaces, (6) participate in testing prototypes or pilots, (7) provide data that pre-dates the Effective Time, (8) provide consultation services, or (9) provide information concerning the Provider Parties' systems (including computer systems), operations, environments, policies, procedures or methods used to provide the Services, configuration of applications or connectivity between applications and system architecture.

2.05. Third Party Consents.

(a) Obligation to Obtain Consents. Provider shall use commercially reasonable efforts to obtain all consents from third party vendors that to Provider's knowledge are required to provide the Services to the Recipient Parties; provided, however, that the Recipient Parties shall be solely responsible for Consent Costs. Notwithstanding the foregoing, Provider shall have no obligation to obtain the consent of any third party, or pay any fee or expense relating thereto, in connection with Recipient's Migration Plan or the migration of any Service.

(b) Non-Consenting Third Parties. Notwithstanding the foregoing or anything to the contrary contained in this Agreement or any SLA, the Provider Parties shall not be required to provide a Service to the extent that Provider does not obtain the consent of a third party required to provide the Service, or where providing such Service would, in Provider's reasonable judgment, violate the rights of any third party.

2.06. Limitations and Exclusions.

(a) Third Party Waiver. Recipient expressly waives any and all rights that it or Recipient Group members may have to bring any suit or Claim against Provider Group members (other than Provider), Affiliates, third party agents or contractors relating to or arising out of this Agreement.

(b) Disclosure of Information. The Provider Parties have no obligation to provide any information to the Recipient Parties relating to systems or operations, including computer systems, of Provider, Provider Group members or its third party agents or contractors, except to the extent that Provider determines in its sole and absolute discretion that disclosure of such information is necessary to provide the Services hereunder.

(c) Compliance with Law. The Provider Parties shall not be required to perform any of their obligations under this Agreement to the extent such Provider Party reasonably believes that performing such obligation would violate any Law. The Lead Parties and any of their Affiliates providing or receiving the affected Service shall cooperate in good faith to implement changes and/or modifications to any manner or method of Service, which in a Provider Party's sole and absolute discretion, are reasonably necessary to ensure that such Service is performed in strict accordance with applicable Law. The Recipient Party receiving such Service shall promptly implement any such changes and/or modifications at such Recipient Party's sole cost.

(d) Recipient Data. The Provider Parties are not responsible for and shall have no liability with respect to the content or integrity of content of any Recipient Party's data, including communications, stored on systems or at facilities under the ownership or control of such Provider Party its third party agents or contractors.

(e) Professional Advice or Opinions. Except as otherwise explicitly set forth in any SLA, it is not the intent of any Provider Party to render, nor of any Recipient Party to receive from any Provider Party, professional advice or opinions, whether with regard to tax, legal, regulatory, compliance, treasury, finance, employment or other business and financial matters, technical advice, whether with regard to information technology or other matters, or the handling of or addressing environmental matters. The Recipient Parties shall not rely on, or construe, any Service rendered by or on behalf of a Provider Party as such professional advice or opinions or technical advice; and such Recipient Party shall seek all third-party professional advice and opinions or technical advice as it may desire or need independently of this Agreement.

(f) Services Performed by Recipient's Employees. Except as expressly set forth in the SLAs, the Provider Parties shall not be obligated to perform any service or function performed to support the Assets by the Recipient Parties' employees as of or immediately prior to the Effective Time.

2.07. Recipient Obligations.

(a) Compliance with Law. The Recipient Parties, in the course of receiving the Services or use of the systems of Provider, Provider Group members, or Provider's third party agents and contractors, shall not violate any Law, including the United States Copyright Act of 1976, as amended.

(b) Access. To the extent reasonably required to perform the Services, the Recipient Parties shall (at their own expense) provide Provider personnel (including any of Provider Group members or agents or contractors of Provider) with reasonable and timely access to Recipient Parties' office space, plants, equipment, information, premises, personnel, power, telecommunications systems and circuits, computer systems, software and any other areas and equipment. Without limiting the foregoing, the Recipient Parties shall make accessible to the Provider Parties, as needed, the Recipient Parties' key users and other Recipient Party personnel responsible for the execution, maintenance and enhancement of processes relating to the Services.

(c) Information Requests. The Recipient Parties shall cooperate with the Provider Parties to respond to Provider's requests for any information, document, instrument or other writing which in Provider's sole and absolute discretion is necessary to the provision of the Services. The Provider Parties shall not be liable for any impairment of any part of a Service caused by their not receiving such information in a timely manner or at all, or by their receiving inaccurate or incomplete information from any Recipient Party.

(d) Acknowledgment of Provider Status. The Recipient Parties acknowledge that the Provider Parties are providing the Services exclusively as an accommodation to the Recipient Parties to allow the Recipient Parties time to obtain similar services on their own, and that the Provider Parties are not commercial providers of such services.

(e) Exclusive Provider. Subject to Section 2.04 (Migration from Services) or Article 11 (Force Majeure), the Recipient Parties shall not have any other Person provide services the same as or similar to the Services provided under any SLA where such services would commence prior to termination of the applicable SLA or would otherwise conflict with a Provider Party's ability to provide a Service under any SLA.

(f) Parent Guarantee. Recipient shall cause each member of the Recipient Group receiving Services hereunder to comply with the terms and conditions of this Agreement, including any additional terms agreed to by the Parties, as if such member of the Recipient Group were a Recipient Party. If Provider determines in its reasonable discretion that a member of the Recipient Group has failed to perform such obligations in accordance with this Agreement, including without limitation the payment of any past due invoice, Recipient shall perform such obligations on such Recipient Group member's behalf. To the extent that Provider asserts a claim against Recipient pursuant to this Section 2.07(f), Recipient agrees to cause any applicable member of Recipient Group, and Provider agrees to cause any applicable member of Provider Group, to participate in such claim (including in the discovery process) to the extent reasonably necessary for responding to discovery requests or to the extent such Recipient Group member is considered an indispensible party. The loss or damages of any affected Provider Group member shall be considered the loss or damages of Provider for the purpose of asserting a claim under this provision.

## ARTICLE 3.
## COMPENSATION

3.01. Consideration.

(a) Service Fees and Expenses. The Recipient Parties shall pay to the Provider Parties the Service Fees and shall reimburse the Provider Parties for any Expenses.

(b) Consent Costs. The Recipient Parties shall be responsible to pay or to reimburse the Provider Parties for all Consent Costs.

(c) Residual Costs. Upon the early termination of any SLA, the applicable Recipient Party shall pay to the applicable Provider Party all Residual Costs associated with the early termination of such SLA that are incurred between early termination date and original termination date.

(d) Re-Pricing for Service Term Extensions. To the extent that Provider consents to any Service Term Extension requested pursuant to Section 2.03(c) hereof, which consent shall be at Provider's sole and absolute discretion, and for each extension, Provider shall re-price third-party and other Service Fees at a three percent (3%) mark-up over such third-party and other Service Fees in effect immediately prior to such Extension. Such mark-up shall be in addition to any mark-up provided in an SLA and any mark-up added pursuant to a prior extension.

3.02. Taxes.

(a) Tax Obligations. The Service Fees referred to in Section 3.01(a) (Service Fees and Expenses) do not include any Taxes, duties, imposts, charges, fees or other levies, of whatever nature assessed on the provision of Services. All the aforementioned Taxes, charges, and fees imposed by applicable Law (including Taxes on services, sales and use Taxes, and value added Taxes) assessed on the provision of the Services (other than income Taxes payable by Provider on the Service Fees it receives hereunder) shall be the responsibility of the applicable Recipient Party in addition to the Service Fees payable by such Recipient Party in accordance with Section 3.01(a) (Service Fees and Expenses).

(b) Payment of Taxes. The Recipient Parties shall pay or reimburse the appropriate Provider Party on a net 30 basis from the date of invoice, any and all Taxes, duties, imposts, charges, fees, or other levies, of whatever nature assessed on the provision of the Services (other than income Taxes payable by the Provider Party on the Service Fees it receives hereunder), and interest and penalties related thereto to the extent such interest or penalties are related to the actions or inactions of the Recipient Parties, imposed on Provider or Provider Group members or which Provider shall have any obligation to collect with respect to or relating to this Agreement or the performance by a Provider Party of its obligations hereunder. Notwithstanding the foregoing, the Recipient Parties agree to use commercially reasonable efforts to provide exemption certificates where available and to calculate any applicable sales and use Taxes and to make payment thereof directly to the appropriate Governmental Entity.

3.03. Invoices.

Each Provider Party, in its sole and absolute discretion, may provide invoices for Services offered under one or more SLAs on a monthly basis or on a less frequent basis in increments of months, but not less frequently than annually. No later than the fifteenth ($15^{th}$) calendar day of any calendar month or, if such day is not a Business Day, the next Business Day following the fifteenth ($15^{th}$) calendar day of such calendar month, Provider or the applicable Provider Party will provide each Recipient Party identified in the respective SLAs an invoice covering the Service Fees, Taxes, Residual Costs and any costs and fees described in Section 2.04(a), if any, owed by such Recipient Party with respect to the Services provided and costs or Expenses incurred or paid with respect to Services during all previous unbilled calendar months. Invoices shall be sent to Recipient Parties at the address(es) specified in **Exhibit B** hereto.

3.04. Reimbursement of Expenses.

The Provider Parties shall, at their election, (a) make disbursements from their own funds for Expenses and then invoice said Expenses directly to the Recipient Parties, which invoice shall be payable on a net 30 basis from the date of invoice, or (b) upon prior written notice to the applicable Recipient Party, require such Recipient Party to advance Expenses prior to the Provider Party's incurring the same.

3.05. Payment.

(a) Invoice Remittance. Any invoice issued under Section 3.03 (Invoices), shall be payable by Recipient or the appropriate Recipient Party on a net 30 basis from the date of invoice, without demand and without any deduction, set-off, withholding or abatement whatsoever (except as provided in Section 3.05(b) (Disputed Amounts) herein), the full amount of Service Fees and Expenses due unless the amount due is disputed, in which event the dispute shall be resolved in accordance with the terms of Section 3.05(b) (Disputed Amounts). All payments hereunder shall be made by electronic funds transmission or other mutually agreeable means denominated in United States Dollars or in local currency if service invoice and payment is within one country or region with a common currency, except as otherwise specified in the relevant SLA. On a monthly basis, Provider shall designate the conversion rates, which Provider shall reasonably determine based on the applicable exchange rate published by reuters.com (available at: www.reuters.com/finance/currencies), or other reasonable source if the applicable rate is not available on reuters.com, on the first day of the month in which such invoice is issued (or, if the exchange rate is not available for such day, the exchange rate for the closest preceding day for which the exchange rate is available). Payments due on any day other than a Business Day shall be due on the next succeeding Business Day. If needed, the Parties will implement arrangements to provide for electronic funds transfer on customary terms, with written confirmation, for such transfers.

(b) Disputed Amounts. If Recipient or an appropriate other Recipient Party disputes in good faith the accuracy of any portion of an invoice, such Recipient Party shall deliver a written statement to the invoicing Provider Party, with a copy to both Primary Coordinators, no later than the date on which payment is due on the disputed invoice, which statement shall include: (1) the specific amount of the dispute, and (2) a reasonably detailed written description which defines the scope of the dispute and any evidence which supports the validity of the amount disputed. Invoice items not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items in such invoice, within the period set forth in Section 3.05(a) (Invoice Remittance). Such Recipient Party shall, at its election, (1) remit payment on the undisputed portion of an outstanding disputed invoice, or (2) request that the Provider Party issue a newly issued invoice to be paid on a net 10 basis covering only the undisputed portion of such disputed invoice and a separate invoice covering only the dispute portion of such disputed invoice. The Lead Parties shall seek to resolve all such invoice disputes expeditiously and in good faith. Upon resolution of such invoice disputes, the Recipient Party shall promptly pay the agreed-upon amount of the resolved dispute to the Provider Party together with interest on a daily basis accruing from the original invoice due date equal to: (1) one and one-half percent (1 ½ %) per month of the agreed-upon amount of the resolved dispute, or (2) the maximum amount allowed by Law, whichever is lower.

(c) Late Payments. Subject to the provisions of Section 3.05(b) (Disputed Amounts), all invoices paid after the applicable due date will be assessed a late payment service charge on a daily basis accruing from the invoice due date equal to: (1) one and one-half percent (1 ½%) per month of the amount of such unpaid invoice, or (2) the maximum amount allowed by Law, whichever is lower.

(d) Discontinuation of Service. Subject to the provisions of Section 3.05(b) (Disputed Amounts) hereof, if any amount due and payable to a Provider Party pursuant to this Section 3.05 is not paid by Recipient or the appropriate Recipient Party within one (1) month after the invoice date, Provider may notify Recipient in writing (including through email) of the Recipient Party's payment default. If Recipient or another applicable Recipient Party has not cured such payment default within one (1) month of the Provider Party's notification of such payment default, the Provider Party shall have the right, in its sole and absolute discretion and without any resulting liability to any Recipient Party or to anyone claiming by or through any Recipient Party because of such action to: (i) cease providing either all of the Services, or any such Service(s) or Interdependent Services (as provided in Section 5.05) for which payment has not been made, or (ii) notwithstanding the provisions of Article 5 (Termination) hereof, terminate the relevant SLA, and such termination shall be without prejudice to any other remedy which may be available to Provider, or (iii) change payments terms to payment in advance. A Provider Party's exercise of its rights under this Section 3.05(d) shall not limit or otherwise affect Provider's right to terminate this Agreement in accordance with Article 5 (Termination).

3.06. No Offset.

Regardless of any other rights under any other agreements or Law and notwithstanding anything to the contrary contained herein, the Recipient Parties shall not have the right to set off any Claim they may have or reduce their payment under this Agreement except as expressly provided in Section 3.05(b) (Disputed Amounts).

## ARTICLE 4.
## CONFIDENTIALITY

4.01. Obligations.

Until the later of (a) five (5) years following the Effective Time and (b) five (5) years from the date that such information was disclosed hereunder, a Party shall not use in any manner, for its own account or for the account of others, or divulge to any third party any Confidential Information of another Party; provided, however, that the foregoing restrictions shall not apply to disclosures made by a Party necessary to comply with Law or with respect to litigation or potential litigation, the making of, or defense against, a claim for indemnification, or the performance under this Agreement.

4.02. Disclosure.

In the event that a Party is requested or required (by oral demand or similar process) to disclose any Confidential Information, the Disclosing Party will notify the Non-Disclosing Party promptly of the request or requirement so that the Non-Disclosing Party may seek an appropriate protective order or waive compliance with this provision. If, in the absence of a protective order or the receipt of a waiver hereunder, the Disclosing Party, is, on the advice of internal or external legal counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt or other official penalties, the Disclosing Party may disclose the Confidential Information to the tribunal; provided, however, that if so compelled, the Disclosing Party shall disclose only such portion of the Confidential Information required to be disclosed; provided, further, that the Disclosing Party shall use its best efforts to obtain, at the request of the Non-Disclosing Party, an order or other assurance that confidential treatment will be afforded to such portion of the Confidential Information required to be disclosed as the Non-Disclosing Party shall designate.

4.03. Rights Limited to Agreement.

Except for the right to use Confidential Information for the specific purposes of this Agreement, this Agreement conveys no rights (including with respect to use) in the Confidential Information.

4.04. Separate Agreements.

Confidentiality obligations provided for in any agreement between Provider or any of its Affiliates, or Recipient or any of its Affiliates, on the one hand, and any employee of Provider or any of Provider Group members, or Recipient or any of Recipient Group members, on the other hand, shall remain in full force and effect. Nothing herein shall be construed as requiring the Parties to renegotiate terms of agreements in place with contractors, consultants, suppliers, vendors and customers as of the Effective Time.

## ARTICLE 5.
## TERMINATION

5.01. Default.

Subject to Section 3.05(d) (Discontinuation of Service) and Article 11 (Force Majeure), if any Party (the ***"Defaulting Party"***) shall fail to perform or default in any material respect in the performance of any of its obligations under this Agreement or any Exhibit or SLA hereto, Provider (in the case of a failure or default by a Recipient Group member) or Recipient (in the case of a failure or default by a Provider Group member) (each, a ***"Non-Defaulting Party"***) may give written notice to the Defaulting Party specifying the nature of such failure or default and stating that the Non-Defaulting Party intends to terminate this Agreement or any affected SLA if such failure or default is not cured within one (1) month of such written notice. If any failure or default so specified is not cured within such one (1) month period, the Non-Defaulting Party may elect immediately to terminate this Agreement or any affected SLA. If any failure or default is not capable of cure within the respective cure period, the Non-Defaulting Party may elect immediately to terminate the affected SLA. Any termination as provided herein shall be effective upon giving a written notice of termination from the Non-Defaulting Party to the Defaulting Party following the respective cure period (if applicable) and shall be without prejudice to any other remedy which may be available to the Non-Defaulting Party against the Defaulting Party.

5.02. Insolvency Event.

Notwithstanding anything to the contrary contained herein, if a Party (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any Actions related to its liquidation, insolvency or the appointment of a receiver or similar officer, (c) enters into any reorganization, composition or arrangement with its creditors (other than relating to a solvent restructuring), (d) makes an assignment for the benefit of all or substantially all of its creditors, or (e) takes any corporate action for any winding-up, dissolution, liquidation or administration (other than for the purpose of or in connection with any solvent amalgamation or reconstruction), then Provider (in the case of a Recipient Party) or Recipient (in the case of a Provider Party) may, without prejudice to its other rights hereunder, terminate this Agreement forthwith by written notice. Without limiting the foregoing, Provider may, without prejudice to its other rights hereunder, terminate this Agreement forthwith by written notice upon the occurrence of default or an event which, with the giving notice or passage of time, or both, would result in an event of default with respect to any outstanding indebtedness of Recipient or any of Recipient Group members.

5.03. Change of Control.

Notwithstanding anything to the contrary contained herein, if Recipient or any member of Recipient Group undergoes a Change of Control, Provider may, without prejudice to its other rights hereunder, terminate this Agreement forthwith by written notice.

5.04. Voluntary Termination of SLA.

Except as otherwise specified in an SLA, Recipient may terminate any SLA by giving Provider notice that satisfies the Required Notice Period of its desire to terminate such SLA; provided that: (a) the termination of any SLA shall only be effective on the last day of a calendar month (unless otherwise set forth in any applicable Exhibit or SLA); and (b) Recipient or another appropriate Recipient Party shall pay to Provider all Residual Costs as set forth in Section 3.01(c) (Residual Costs). If any SLA is terminated by Recipient as described herein, Recipient may not reinstitute such SLA absent Provider's prior written agreement. The notice of termination of an SLA by Recipient shall be (a) sufficiently specific as to identify the particular SLA for which any such termination shall apply, and (b) irrevocable by Recipient upon receipt by Provider. For the avoidance of doubt and notwithstanding anything to the contrary contained herein, Recipient's termination right shall be limited to termination of any SLA as a whole and shall not be permitted to limit termination to a portion of an SLA.

5.05. Interdependent Services.

If a Service is terminated or extended for any reason, including pursuant to Article 5 (Termination), which Provider determines to be an Interdependent Service, and such termination or extension causes Provider's or another appropriate Provider Party's cost of providing an Interdependent Service to increase, such Provider Party reserves the right, but not the obligation, upon notice to Recipient, to reasonably revise the fees and Expenses for such Interdependent Service. Such Provider Party is excused from providing such Interdependent Service unless Recipient or another appropriate Recipient Party agrees to pay such revised fees and Expenses for such Interdependent Service. Within one (1) month following reasonable written request from Recipient for an Interdependent Service determination, or within one (1) month following Provider's receipt of a notice of termination of a Service or Provider's decision to grant a request to extend a Service Term, Provider will advise Recipient which other Services, if any, are Interdependent Services, whether such Interdependent Services can be provided after termination or must be provided during the extension of such Service, and the revised fees and Expenses for continuation of such Interdependent Services if such Interdependent Services can reasonably be continued ("Interdependent Services Analysis"). Recipient shall notify Provider within ten (10) days of receipt of an Interdependent Services Analysis whether (a) Recipient agrees to the revised fees and Expenses of any Interdependent Service(s) or (b) such Interdependent Service(s) should be terminated. Unless Recipient or another appropriate Recipient Party agrees to pay the revised fees and Expenses under (a), the Provider Parties shall have no obligation to provide such Interdependent Service(s) as of the date that the corresponding Service is terminated, and in the case of extension of the Service Term of a corresponding SLA, shall have no obligation to extend such Service Term. Recipient or another appropriate Recipient Party shall pay as an Expense all third party costs incurred by the Provider Parties in preparing an Interdependent Services Analysis.

5.06. Public Utility Status.

Notwithstanding anything contained to the contrary herein, should a Public Utility Event occur, the affected Provider Parties may terminate the relevant Services or parts thereof, upon Provider's written notice to Recipient and such Provider Parties shall not be in breach hereunder as a result of such termination. Notwithstanding the foregoing, in the event that a Provider Party receives an order from any Governmental Entity requiring such Provider Party to cease providing a Service, Provider shall immediately notify Recipient of such occurrence and may terminate such Service consistent with the time period set forth in such order.

5.07. Effect of Termination.

The Recipient Parties specifically agree and acknowledge that all obligations of the Provider Parties to provide each respective Service shall immediately cease upon the expiration of the Service Term for such Service. The Provider Parties shall have no obligation to recommence the provision of any Service to any Recipient Party once any Service is not renewed or terminated under this Agreement. Further, upon the cessation of the Provider Parties' obligation to provide any Service, the Recipient Parties shall immediately cease using, directly or indirectly, such Service (including any and all Provider Party software or third party software provided through the Provider Parties' computer systems or equipment). In the event that Provider, upon request from Recipient, in its sole discretion elects to continue any Service beyond the expiration of the Service Term for such Service, including when Recipient provides late notice of a requested extension or desires to rescind a termination notice prior to the expiration of such Service Term, the Parties agree that Recipient or another applicable Recipient Party shall be responsible to Provider or another applicable Provider Party for such continued Services, including any third party costs incurred by Provider and such other Provider Parties as a result of such continued use, but in no event at an amount less than one and one half (1.5) times the Service Fees relating to such Service.

5.08. Survival of Payment Obligations.

Notwithstanding anything to the contrary contained herein, termination of this Agreement or any SLA shall not affect the Recipient Parties' obligation to pay any amount then owed to the Provider Parties (and amounts that become due and payable pursuant to the terms hereof after the applicable termination date) or a third party hereunder, including any Residual Costs or any fees charged by third parties in connection with such termination of any Service.

5.09. Settlement of Accounts.

Upon termination of any SLA, the Parties shall take all steps as may reasonably be required to complete any final settlement of accounts owing hereunder between them with respect to such SLA (if any). Upon the termination of this Agreement, there will be a final accounting and each Party shall pay to the other Party any amounts owed to the other Party in accordance with the payment terms set forth in this Agreement.

**ARTICLE 6.**
**LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**

6.01. Limitation of Liability.

(a) Liability. Neither Lead Party nor its Group members, agents, employees, or subcontractors, if any, shall be liable for any or all Claims and/or Damages (including settlements, judgments, court costs and reasonable attorneys' fees) of any nature whatsoever arising out of this Agreement, whether such Claims and/or Damages arise on account of the furnishing or accepting of Services hereunder, the failure to furnish or accept Services, or otherwise; except as expressly provided in Section 6.01(b) (Limitation of Damages), Section 6.02 (Limited Liability Exclusions), Article 7 (Indemnification) and Article 10 (Equipment).

(b) Limitation of Damages. If either Lead Party or a member of its Group suffers Damages arising out of this Agreement or any SLA, which Damages were caused by the gross negligence or Willful Breach of the other Lead Party or a member of its Group, the sole liability of such Breaching Party, shall be (i) if the Breaching Party is the Party that performed the Service, to refund the cost and Service Fees of the relevant Service paid for but not properly performed, or (ii) if the Breaching Party is not the Party that performed the Service, to pay the Service Fees and Expenses if not otherwise paid. SUBJECT TO THE LEGAL REQUIREMENTS OF ANY JURISDICTION THAT CANNOT BE VARIED BY CONTRACT, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR DIMINUTION IN VALUE, LOSS OF BUSINESS REPUTATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, FACILITY SHUTDOWN OR NON-OPERATION, LOSS OF DATA OR ANY OTHER LOSS) ARISING FROM OR RELATING TO ANY CLAIM MADE UNDER THIS AGREEMENT OR REGARDING THE PROVISION OR RECEIPT OF OR THE FAILURE TO PROVIDE OR RECEIVE SERVICE(S) HEREUNDER, WHETHER OR NOT CAUSED BY OR RESULTING FROM NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR BREACH OF OBLIGATIONS HEREUNDER; EVEN IF THE BREACHING PARTY HAD BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

6.02. Limited Liability Exclusions

(a) THE LIMITATION OF DAMAGES PROVIDED IN SECTION 6.01(B) (LIMITATION OF DAMAGES) SHALL NOT APPLY TO:

(1) FINES OR PENALTIES ASSESSED BY ANY GOVERNMENTAL BODY;

(2) ANY OBLIGATION TO INDEMNIFY UNDER ARTICLE 7 (INDEMNIFICATION) HEREUNDER;

(3) DAMAGES ARISING FROM INJURY TO OR DEATH OF ANY PERSON, INCLUDING EMPLOYEES OF THE PROVIDER PARTIES OR THE RECIPIENT PARTIES, OR DAMAGES TO ANY THIRD PARTY PROPERTY;

(4) DAMAGES ARISING FROM ANY BREACH BY ANY PARTY OF ITS OBLIGATIONS UNDER ARTICLE 4 (CONFIDENTIALITY);

(5) DAMAGES ARISING FROM THE INFRINGMENT OF INTELLECTUAL PROPERTY RIGHTS;

(6) DAMAGES ARISING FROM IMPROPER USE OF OR ACCESS TO THIRD PARTY SOFTWARE; OR

(7) DAMAGES ARISING FROM FRAUD.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVIDER PARTIES SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES) TO ANY RECIPIENT PARTY FOR SUCH PROVIDER PARTY'S CEASING TO PROVIDE ANY SERVICE UPON THE EXPIRATION OF THE TERM FOR SUCH SERVICE OR THE PROPER TERMINATION OF THIS AGREEMENT PURSUANT TO ARTICLE 5 (TERMINATION).

6.03. Additional Provisions.

(a) Limitations in SLAs. Notwithstanding the provisions of Section 6.01 (Limitation of Liability), a Provider Party's liability with respect to certain Services shall be limited further pursuant to any express limitation set forth in the relevant SLA relating to such Services. Any further limitations of liability or indemnities in any section of the relevant SLA will be additive to the limitations in this Article 6.

(b) Third Party Service Providers. In the event that a third party supplier of a Provider Party supplies any Service and Recipient informs Provider that such Service does not meet the Specification in the applicable section of the relevant SLA, then Provider and any appropriate other Provider Party shall use commercially reasonable efforts to work with Recipient and the third party supplier to bring the Service within the Specification. Notwithstanding the foregoing, the Provider Parties shall have no liability in respect of any Service supplied hereunder which fails to meet the applicable Specification as provided in this Section 6.03(b) (Third Party Service Providers).

(c) Mitigation. The Recipient Parties and the Provider Parties (as the case may be) shall use their respective commercially reasonable efforts to mitigate the loss and Damage (if any) incurred by them as a result of any breach by another party of that other party's obligations under this Agreement.

6.04. Disclaimer of Warranties.

SUBJECT TO THE LEGAL REQUIREMENTS OF ANY JURISDICTION THAT CANNOT BE VARIED BY CONTRACT, THE RECIPIENT PARTIES ACKNOWLEDGE THAT ALL IT ASSETS AND EQUIPMENT PROVIDED AS PART OF THE SERVICES IS PROVIDED "AS IS, WHERE IS." THE PROVIDER PARTIES DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE IT ASSETS AND EQUIPMENT PROVIDED AS PART OF THE SERVICES, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH PROVIDER PARTY KNOWS OR HAS REASON TO KNOW ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LEGAL REQUIREMENT, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, THE PROVIDER PARTIES EXPRESSLY DISCLAIM ANY WARRANTY THAT THE IT ASSETS AND EQUIPMENT WILL BE ERROR-FREE OR FREE OF VIRUSES OR OTHER SOFTWARE ROUTINES OR DEVICES (E.G., BACK DOORS, TIME BOMBS, TROJAN HORSES, OR WORMS).

## ARTICLE 7.
## INDEMNIFICATION

7.01. Third Party Indemnification.

Each Indemnifying Person shall, to the extent permitted by any Legal Requirement, indemnify, defend and hold harmless the Indemnified Person from and against any and all third party (and for this purpose, "third party" includes employees of the Parties) Liabilities, Damages, Claims, actions, losses and costs arising out of or relating to its obligations under this Agreement, to the extent such Liabilities, Damages, Claims, actions, losses and costs are caused by or arise out of (a) the gross negligence, Willful Breach or violation of Law of or by the Indemnifying Person, its employees, agents or Group members, or (b) infringement of the Intellectual Property of a third party. Further, in the event that the Lead Parties or their respective Group members are jointly at fault or negligent, they agree to indemnify each other in proportion to their relative fault or negligence. The Liabilities, losses and costs covered hereunder include settlements, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation expenses.

7.02. Procedure.

Promptly after receipt by an Indemnified Person of notice of the commencement or threatened commencement of a Third-Party Claim against it, such Indemnified Person shall, if a claim is to be made against the Indemnifying Person under this Article 7, give written notice containing reasonable detail to the Indemnifying Person of the assertion of such Third-Party Claim. If any Third-Party Claim is brought against an Indemnified Person, the Indemnifying Person may participate in the defense of such Third-Party Claim and, to the extent that it may elect, to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Person. In such event, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article 7 for any fees of other counsel with respect to the defense of such Action; provided, however, that if the Indemnifying Person and the Indemnified Person are both named parties to the Action and representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them, then the Indemnified Person may participate in such defense with one separate counsel (and one additional separate local counsel) at the reasonable expense of the Indemnifying Person. An election to assume the defense of a Third-Party Claim shall not be deemed to be an admission that the Indemnifying Person is liable to the Indemnified Person in respect of such Third-Party Claim or that the claims made in the Third-Party Claim are within the scope of or subject to indemnification under this Article 7. If the Indemnifying Person assumes the defense of a Third-Party Claim, then the Indemnified Person may participate in the defense of such Third-Party Claim, including attending meetings, conferences, teleconferences, settlement negotiations and other related events (and to employ counsel at its own expense in connection therewith); provided, it being understood that the Indemnifying Person shall control the defense of such Third-Party Claim. If the Indemnifying Person assumes the defense of any such Third-Party Claim, the Indemnified Person shall cooperate with the Indemnifying Person in the defense of such Third-Party Claim. If the Indemnifying Person assumes the defense of the Third-Party Claim, no compromise or settlement of such claim may be effected by the Indemnifying Person without the Indemnified Person's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) unless (a) there is no finding or admission of any violation of Law or any violation of the rights of any Person, (b) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person and (c) the terms of such compromise or settlement include a full and unconditional release of the Indemnified Person from all Liability with respect to such Third-Party Claim. Without the Indemnifying Person's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, no Indemnified Person may settle or compromise any Third-Party Claim or consent to the entry of any judgment for which the Indemnified Person is seeking indemnification under this Article 7, unless the Indemnifying Person fails to assume and maintain the defense of such Third-Party Claim pursuant to this Section 7.02. If it is ultimately determined that the Indemnifying Person is not obligated to indemnify, defend or hold harmless the Indemnified Person in connection with any Third-Party Claim, then the Indemnified Person shall promptly reimburse the Indemnifying Person for any and all costs and expenses (including attorney's fees and court costs) incurred by the Indemnifying Person in its defense of such Third-Party Claim.

## ARTICLE 8.
## GOVERNANCE

Provider and Recipient shall each nominate a Primary Coordinator. The initial Primary Coordinators shall be Sylvie Gallou for the Recipient Parties and Kyle Addison for the Provider Parties. Provider and Recipient shall advise each other, upon five (5) days prior written notice, of any change in their respective Primary Coordinator. The Parties agree that all communications relating to the provision of the Services shall be directed to the Primary Coordinators. No amendment to any SLA or any increases, reductions or other changes to the scope and extent of the provision of Services shall be effective or binding on the Parties once this Agreement is effective unless agreed to in writing by the Primary Coordinators.

**ARTICLE 9.**
**INFORMATION ASSETS**

9.01. Intellectual Property Ownership.

(a) Existing Intellectual Property. Except as otherwise expressly provided in this Agreement or any other agreement, each Party shall retain ownership of its Intellectual Property and data existing as of the Effective Time and any derivative works, additions, modifications, translations or enhancements thereof created by such Party or its Group members pursuant to this Agreement.

(b) Provider Intellectual Property. Except as otherwise expressly provided in this Agreement or in any other agreement between Provider and any of Provider Group members and Recipient and any of Recipient Group members, as between Provider and Recipient, Provider shall own and retain all right, title and interest in and to Provider Intellectual Property.

(c) Recipient Content. Except as otherwise expressly provided in this Agreement or any other agreement between Provider and any of Provider Group members and Recipient and any of Recipient Group members, as between Provider and Recipient, Recipient shall own and retain all right, title and interest in and to Recipient Content.

(d) Intellectual Property Rights. To the extent that any Intellectual Property arises out of the performance of this Agreement, then, as between the Lead Parties, Provider or one or more Provider Group members, third party agents or contractors, as designated by Provider, will own all such Intellectual Property relating to the Services and Recipient or one or more Recipient Group members, third party agents or contractors, as designated by Recipient, will own all such Intellectual Property relating to Recipient Content unless the Parties otherwise specifically allocate such Intellectual Property in any SLA, or unless the Intellectual Property is a derivative work of software in which one Lead Party or its respective Group members owns the Intellectual Property, in which case, such Lead Party or one or more of its Group members, third party agents or contractors, as designated by such Lead Party, will own all such Intellectual Property. Each of the Parties hereby assigns, and the Lead Parties shall use commercially reasonable efforts to cause their respective Group members, third party agents or contractors to assign, all of its or their respective right, title and interest in and to any such Intellectual Property to the other Lead Party and its Group members to effect the allocation of such rights as provided in this Section 9.01(d). Each Lead Party shall, at the other Lead Party's expense, assist the other Lead Party in obtaining and enforcing the Intellectual Property as allocated hereunder in all countries in the world. Such assistance shall include execution of all documents reasonably required by the other Lead Party.

(e) Intellectual Property Rights Relating to Engineering Services. Notwithstanding anything in Section 9.01(a) through (d) to the contrary, this Section 9.01(e) shall apply exclusively to Intellectual Property relating to Services hereunder identified in SLAs "ENG-1" through "ENG-19."

(1) Definitions.

(i) ***"Recipient Data"*** means any data or information (including reports) submitted (or to which access is permitted) by or on behalf of a Recipient Party, including data in a Recipient Party's computer systems.

(ii) ***"Recipient Material"*** means any item, material, or sample provided by or on behalf of Recipient to a Provider Party, and any modifications or derivatives thereof, or anything, including but not limited to, any substances created, directly or indirectly, by a Provider Party through use of the Recipient Material. The term "Recipient Material" includes any Recipient Data. The Recipient Material is and at all times remains the property of Recipient or its Group members and shall be considered Confidential Information. Recipient Material includes biological materials provided by or on behalf of any Recipient Party to a Provider Party.

(iii) ***"Work Product"*** shall mean all designs, drawings, diagrams, specifications, models, tooling, dies and molds, manuals, instructions, reports, test results, data, processes, techniques, systems, know-how, improvements, computer programs, inventions, discoveries (whether or not patentable and whether or not protectable as a trade secret), original works of authorship, materials (including biological materials), items and information of any kind that are conceived of, developed, made or reduced to practice by or on behalf of any Provider Party or any of its employees, sub-contractors or other agents or representatives, and that arise out of the performance of the Services.

(2) Work Product and Title.

(i) The Provider Parties hereby assign and convey to the applicable Recipient Parties all rights, title and interest in and to all Work Product as such Work Product is conceived of, developed or reduced to practice by such Provider Parties or their employees, sub-contractors or other agents or representatives. The Provider Parties shall hold all Work Product for the sole benefit of the Recipient Parties and shall disclose all Work Product to the applicable Recipient Party as and when such Recipient Party may require. The Provider Parties shall not disclose Work Product to third parties without the prior written permission of Recipient. Upon the request of Recipient, Provider shall promptly execute documents, testify and take such other actions at the expense of Recipient or another appropriate Recipient Party as Recipient may reasonably deem necessary or advisable for Recipient or any other applicable Recipient Party to apply for, perfect, obtain, maintain, enforce, defend and transfer the full benefits, enjoyment, rights, title and interest of, in and to the Work Product on a worldwide basis. Upon the request of Recipient, Provider shall, at the expense of Recipient or another appropriate Recipient Party, render all necessary or reasonably requested assistance in making application for and obtaining patents, copyrights, trademarks, trade secrets, and all other intellectual property rights throughout the world relating to the Work Product in name of Recipient or of an Affiliate designated by Recipient and for the benefit of Recipient or such designated Affiliate.

(ii) For purposes of this Agreement, the term ***"Provider's Background IP"*** shall mean all trade secrets, know-how, proprietary information and other intellectual property and embodiments thereof owned by or otherwise rightfully possessed by Provider or any of its Group members as of the Effective Time of this Agreement or conceived of, developed, made or reduced to practice by Provider or any of its Group members other than in connection with the performance of any Services and not developed with the use or aid of any Recipient Data, Recipient Material or Recipient Confidential Information. In the event that a Provider Party uses any Provider's Background IP in performing Services, such Provider Party hereby grants the Recipient Party receiving such Services a royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable license, with the right to grant sub-licenses, to use and exploit such Provider's Background IP only in conjunction with the use of the Work Product and the sale of any product or services embodying or based on the Work Product.

(3) Ownership of Recipient Data. Recipient or another Recipient Group member designated by Recipient owns (or shall own) and has (or shall have) all right, title and interest in and to the Recipient Data. The Provider Parties shall not use (except as necessary to perform the Services), or disclose any Recipient Data without Recipient's prior written approval.

(f) Disclaimer. Notwithstanding anything in this Agreement or the SLAs, but except as otherwise specified in other agreements between the Parties, DuPont shall not license, assign, transfer, or otherwise provide access to: (1) engineering standards, protocols, processes and policies, including without limitation, engineering guidelines which consist of any "how-to" guidelines for designing, constructing, maintaining or operating facilities; (2) Safety, Health and Environmental policies, standards and guidelines; (3) policies, procedures, methods or configurations for computer systems, networks, environments, applications and system architecture; or (4) any comparable corporate standards, policies and procedures created or developed by DuPont.

9.02. General Knowledge.

Subject to all confidentiality restrictions and covenants not to compete between the Parties, any Party may use General Knowledge resulting from the performance of each Party's obligations pursuant to this Agreement. Notwithstanding anything herein to the contrary, trade secrets shall not constitute General Knowledge. All General Knowledge is subject to all valid patents, copyrights, mask works and all other rights relating to or arising out of Intellectual Property. Nothing in this provision shall give any Party the right to disclose, publish or disseminate the source of General Knowledge or the financial, statistical or personal data or business plans of another Party.

## ARTICLE 10.
## EQUIPMENT

Certain Services to be undertaken by the Provider Parties may require that the Provider Parties purchase, acquire, provide or otherwise requisition Equipment. It is understood that such Equipment may be commissioned from its own assets or acquired from a third party for the sole or partial purpose of this Agreement. The Recipient Parties agree to use this Provider-supplied Equipment for the intended and disclosed purpose and in accordance with reasonable operating standards as the same may be set forth in any manuals, procedures, or rules provided with or communicated to such Recipient Party. Such Equipment will be employed or used solely at the location to which it is initially brought into service under this Agreement. Any Equipment or personal property so provided shall, at the Provider Parties' direction, be disposed of or surrendered to the appropriate Provider Party at the end of the applicable Service Term in good and working order and at the location at which it was provided or delivered to such Recipient Party. The Recipient Parties shall be liable to the applicable Provider Party or to its third party provider for any damage caused by such Recipient Party, its Group members, employees, contractors or agents to the Equipment provided by the Provider Party, and shall be responsible for all costs to repair or replace Equipment used to provide Services during the Service Term; provided, however, that the Provider Party will not charge the Recipient Party with respect to any Equipment that is subject to a valid warranty and the Provider Party is able to repair or replace such Equipment at no cost.

## ARTICLE 11.
## FORCE MAJEURE

11.01. Excused Performance.

A Party affected by a Force Majeure shall be excused from its performance of its obligations under or pursuant to this Agreement if, and to the extent that, performance of such obligations is delayed, hindered or prevented by such Force Majeure. For the avoidance of doubt, a Force Majeure affecting a Group member of such Party or third party supplier of any Service and any failure by such a Group member or supplier to supply (in whole or in part) any Service for any other reason shall constitute a Force Majeure hereunder if, and to the extent and for as long that such event or failure directly prevents, hinders or delays such Party in the performance of its obligations hereunder. A Force Majeure shall not apply to the making of any payment due hereunder.

11.02. Notification.

If a Party is affected by Force Majeure, the Lead Party for such Party shall notify the other Lead Party in writing promptly of the cause and extent of such non-performance or likely non-performance, the date or likely date of commencement thereof and the means proposed to be adopted to remedy or abate the Force Majeure; and the Lead Parties shall without prejudice to the other provisions of this Article 11 consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure.

11.03. Obligations of Excused Party.

The Party subject to Force Majeure shall act as follows:

(a) The Lead Party for the affected Party shall coordinate with the other Lead Party, shall keep the other Lead Party regularly informed during the course of the Force Majeure as to when resumption of performance shall or is likely to occur, and shall use commercially reasonable efforts to remedy or abate the Force Majeure; provided, however, that nothing in this Agreement shall require a Lead Party to settle or compromise any strike or labor dispute.

(b) The affected Party shall resume performance within a reasonable time after (1) termination of the Force Majeure or (2) the Force Majeure has abated to an extent, that permits resumption of such performance in the affected Party's sole discretion.

(c) The Lead Party for the affected Party shall notify the other Lead Party when the Force Majeure has terminated or abated to an extent, that permits resumption of performance to occur in the affected Lead Party's sole discretion.

11.04. No Liability.

If the Party affected by Force Majeure complies with the provisions of this Article 11, it and members of its Group shall not be liable for any failure to perform its obligations under this Agreement arising from such Force Majeure.

11.05. Substitute Services.

Recipient may terminate a Service affected by a Force Majeure to obtain permanent substitute services (at Recipient's sole cost) on the later of: (a) the thirtieth (30th) day after the date on which Recipient notifies Provider that it intends to exercise its right to obtain permanent substitute Service or (b) any later date of termination specified in such notice, and only in the event that such Force Majeure continues through such date. Upon such termination, the Provider Parties will have no further obligation to provide and the Recipient Parties shall have no further obligation to accept such Service(s) and all costs associated with such Service(s) shall cease to accrue.

## ARTICLE 12.
## MISCELLANEOUS

12.01. Amendments and Modifications.

This Agreement may be amended, modified or supplemented at any time by the Parties hereto, but only by an instrument in writing signed by all Parties; provided however, that one or more SLAs may be amended, modified, supplemented or extended at any time by the Lead Parties and any other Party providing or receiving Services under such SLAs, but only by an instrument in writing signed by such Parties. Notwithstanding the foregoing, either Lead Party may change the addresses, facsimile numbers or email addresses for its Notice or Primary Coordinator under Section 12.04, for Recipient Group Legal Entities under Exhibit B, or for its respective Provider Contact or Recipient Contact under an SLA by giving the other Lead Party at least five (5) days' written notice of its new addresses, facsimile numbers or email addresses.

12.02. Assignments; Successors and No Third Party Rights.

Neither Lead Party nor its Group members may assign or otherwise transfer this Agreement without the consent of the other Lead Party, which consent may be withheld for any reason or no reason, except that DuPont and its Group members may, without such consent, assign this Agreement to (a) prior to the Spin Date to any Person; (b) to any purchaser of all or substantially all of the assets in the line of business to which this Agreement pertains, or to any successor corporation that results from reincorporation, merger, consolidation or similar transaction of such party with or into such purchaser or such corporation, or (c) any Provider Group member; provided, however, that such transferee shall be bound by all of the terms and conditions of this Agreement. This Agreement shall apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Unless otherwise expressly provided herein, nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns. Any attempted assignment in violation of this Section 12.02 shall be void.

12.03. Entire Agreement.

This Agreement together with the attached **Exhibits**, **Schedules**, and SLAs supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.

12.04. Notices.

All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile or e-facsimile transmission (with written confirmation of receipt), (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or (d) when sent by electronic mail (with written confirmation of receipt), in each case to the appropriate addresses set forth below:

If to DuPont:

E. I. du Pont de Nemours and Company
Chestnut Run Plaza
974 Centre Road
Wilmington, DE 19805
Attention: General Counsel
Facsimile: (302) 999-5094

With a copy to:
Kyle Addison
2406 Latham Ct.
Midlothian, VA 23113
J-Kyle.addison@DuPont.com

If to Chemours:

The Chemours Company
1007 Market Street
Wilmington, DE 19899
Attention: General Counsel

With a copy to:
Sylvie Gallou
c/o Chemours International Operations Sarl
2 chemin du Pavillon, CH-1218 Le Grand-Saconnex, Geneva, Switzerland
Sylvie.Gallou@dupont.com

12.05. Expenses.

Whether or not the transactions contemplated by this Agreement are consummated, and except as otherwise expressly set forth herein, all costs and expenses (including legal fees, accounting fees and filing fees) incurred in connection with the transactions contemplated by this Agreement shall be paid by the Party incurring such expenses.

12.06. Dispute Resolution; Governing Law; Jurisdiction.

(a) Any dispute between the Parties arising out of or relating to this Agreement, or the interpretation, validity or effectiveness of this Agreement, or any provision of this Agreement, in the event that the Lead Parties fail to agree, shall, upon the written request of a Lead Party, be referred to designated senior management representatives of the Lead Parties for resolution. Such representatives shall promptly meet and, in good faith, attempt to resolve the controversy, claim or issues referred to them.

(b) If such representatives do not resolve the dispute within one (1) month after the dispute is referred to them, the dispute shall be settled by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration of Business Disputes. For disputes in which the amount in controversy is less than or equal to U.S. $1,000,000, the Lead Parties shall mutually select one (1) neutral arbitrator who shall be qualified by experience and training to arbitrate commercial disputes. If the Lead Parties cannot agree on an arbitrator or if the amount in controversy exceeds U.S. $1,000,000, such dispute shall be settled by three (3) arbitrators who shall be qualified by experience and training to arbitrate commercial disputes, of whom each Lead Party involved in the arbitration shall appoint one (1), and the two (2) appointees shall select the third (3rd), subject to meeting the qualifications for selection. If the Lead Parties have difficulty finding suitable arbitrators, the parties may seek assistance of CPR and its CPR Panels of Distinguished Neutrals. Judgment upon the award or other remedy rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be in Wilmington, Delaware. The arbitrators shall apply the substantive law of the State of Delaware, without regard to its conflicts of laws principles, and their decision thereon shall be final and binding on the parties. Discovery shall be allowed in any form agreed to by the Lead Parties, provided, that if the Lead Parties cannot agree as to a form of discovery (1) all discovery shall be concluded within four (4) months of service of the notice of arbitration, (2) each Lead Party shall be limited to no more than ten (10) requests for the production of any single category of documents, and (3) each Lead Party shall be limited to two (2) depositions each with a maximum time limit that shall not exceed four (4) hours. Each Lead Party shall be responsible for and shall pay for the costs and expenses incurred by such Lead Party and its respective Group members in connection with any such arbitration; provided, however, that all filing and arbitrators' fees shall be borne fifty percent (50%) by Provider and fifty percent (50%) by Recipient. Each Lead Party does hereby irrevocably consent to service of process by registered mail, return receipt requested with respect to any such arbitration in accordance with and at its address set forth in Section 12.04 (as such address may be updated from time to time in accordance with the terms of Section 12.04). Any arbitration contemplated by this Section 12.06 shall be initiated by sending a demand for arbitration by registered mail, return receipt requested, to the applicable party in accordance with and at the address set forth in Section 12.04 (as such address may be updated from time to time in accordance with the terms of Section 12.04) and such demand letter shall state the amount of relief sought by the party making the demand.

(c) All Actions and any testimony, documents, communications and materials, whether written or oral, submitted to or generated by the parties to each other or to the arbitration panel in connection with this Section 12.06 shall be deemed to be in furtherance of settlement negotiation and shall be privileged and confidential, and shielded from production in other Actions except as may be required by Law.

(d) This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its conflicts of laws principles, and, except as otherwise provided herein, the State and Federal courts in the City of Wilmington, Delaware shall have exclusive jurisdiction over any Action seeking to enforce any provision of, or based upon any right arising out of, this Agreement. The Parties hereto do hereby irrevocably (1) submit themselves to the personal jurisdiction of such courts, (2) agree to service of such courts' process upon them with respect to any such Action, (3) waive any objection to venue laid therein and (4) consent to service of process by registered mail, return receipt requested in accordance with and at its address set forth in Section 12.04 (as such address may be updated from time to time in accordance with the terms of Section 12.04).

(e) The Parties acknowledge and agree that the foregoing choice of law and forum provisions are the product of an arm's-length negotiation between the Parties.

(f) Notwithstanding anything to the contrary in this Section 12.06, either Lead Party may seek, in the State or Federal courts in the City of Wilmington, Delaware, interim or provisional injunctive relief (or similar equitable relief) to maintain the status quo until such time as the designated senior management representatives of the Lead Parties resolve a dispute referred to them or an arbitration award or other remedy is entered in connection with such dispute pursuant to this Section 12.06 and, by doing so, such Lead Party does not waive any right or remedy available under this Agreement. For the avoidance of doubt, nothing in this Section 12.06 shall be read, interpreted or deemed to provide any Party with the right to receive specific performance of any previously performed Service that did not meet Specifications or otherwise modify, abrogate, or waive the provisions of Article 6.

12.07. No Implied Waiver; No Jury Trial.

Except as otherwise set forth herein, the rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver or discharge of any Claim or right under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced, and is signed by the Primary Coordinator of each of the Parties. Any other attempted discharge or waiver shall have no effect, regardless of its form. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED UNDER LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12.08. Severability.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

12.09. Section Headings; Construction.

The headings of Articles and Sections in this Agreement and the headings in the **Schedules** and **Exhibits** attached hereto are provided for convenience only and shall not affect its construction or interpretation. With respect to any reference made in this Agreement to a Section (or Article, clause or preamble), **Exhibit**, or **Schedule**, such reference shall be to the corresponding section (or article, clause or preamble) of, or the corresponding exhibit or schedule to, this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. In this Agreement, with respect to the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding." Unless otherwise expressly provided, the words "including", "include" and "includes" do not limit the preceding words or terms. Any reference to a specific "day" or to a period of time designated in "days" shall mean a calendar day or period of calendar days unless the day or period is expressly designated as being a Business Day or period of Business Days. The use of "or" is not intended to be exclusive unless expressly indicated otherwise.

12.10. Counterparts.

This Agreement may be executed in any number of counterparts (including via facsimile or portable document format (PDF)), each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

12.11. Relationship of the Parties.

In all matters relating to this Agreement, the Parties will be acting solely as independent contractors and will be solely responsible for the acts of their employees, officers, directors and agents. Employees, agents or contractors of one Lead Party or its Group members shall not be considered employees, agents or contractors of the other Party or any of its Group members. The Recipient Parties shall not have the right, power or authority to create any obligation, express or implied, on behalf of any Provider Party. The Provider Parties shall not have the right, power or authority to create any obligation, express or implied, on behalf of any Recipient Party, except when a Recipient Party expressly appoints a Provider Party as such Recipient Party's agent in writing, and such Provider Party accepts such appointment in writing.

12.12. Conflict.

In the event of a conflict between the terms and conditions of this Agreement and any SLA, the terms and conditions of this Agreement shall govern, unless such SLA contains a conflicting term or condition expressly stated in the relevant section of the applicable SLA, in which case the term or condition of such SLA shall govern. In the event of a conflict between the provisions of this Agreement and the provisions of the Separation Agreement, the provisions of this Agreement shall govern solely with respect to the subject matter hereof. In the event of a conflict between the terms and conditions of the final English version of this Agreement and the terms and conditions of any non-English version of this Agreement, the terms and conditions of the final English version shall control.

12.13. Survival of Certain Provisions.

Without prejudice to the survival of the provisions of any other agreements of the Parties, the Parties expressly agree that the provisions of Article 4 (Confidentiality); Section 5.07 (Effect of Termination); Section 5.08 (Survival of Payment Obligations); Article 6 (Limitation of Liability and Disclaimer of Warranties); Article 7 (Indemnification); Article 9 (Information Assets); and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

12.14. No Public Utility.

It is understood that no Party hereto considers another Party to be a public utility, and no Party intends by this Agreement to engage in the business of being a public utility or to enjoy any of the powers and privileges of a public utility or, by its performance of its obligations hereunder to dedicate to public or quasi-public use or purpose any of the facilities which it operates, and each Party agrees that the execution of this Agreement shall not, nor shall any performance or partial performance, be or ever deemed, asserted or urged by a Party to be a dedication to public or quasi-public use of any such facilities of another Party or as subjecting another Party to any jurisdiction or regulation as a public utility.

12.15. Supply of Services.

The Parties acknowledge and agree that this Agreement is an agreement for the supply of services and is not an agreement for the sale of goods and shall not be governed by Article 2 of the Uniform Commercial Code or the United Nations International Convention for the Sale of Goods or any analogous Legal Requirement purporting to apply to the sale of goods.

12.16. Compliance with Law.

In performing its obligations, each Party will comply with all federal, state, and local Law, ordinances, tariffs, and regulations of Governmental Bodies applicable to such Party.

12.17. Name Changes.

The Parties acknowledge that several members of the Recipient Group are expected to change their names on or after January 1, 2015. Applicable members of the Recipient Group are hereby authorized to change their names hereunder by providing written notice to Provider of such name change(s).

*[ Signature page on next page ]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Time.

**PROVIDER ENTITIES:**

**E. I. DU PONT DE NEMOURS AND COMPANY**

By: /s/ J Kyle Addison

Printed Name: J Kyle Addison

Title: Senior Finance Consultant

**DU PONT DE NEMOURS (BELGIUM) BVBA**

By: /s/ Geert Verhaeghe

Printed Name: Geert Verhaeghe

Title: Works Director, Country Leader Belgium

**DUPONT DE NEMOURS (FRANCE) S.A.S.**

By: /s/ Martin Virot

Printed Name: Martin Virot

Title: President

**DU PONT DE NEMOURS (DEUTSCHLAND) GMBH**

By: /s/ Marion Weigand, /s/ Christian Beers

Printed Name: Marion Weigand, Christian Beers

Title: Managing Director, Managing Director

**DU PONT DE NEMOURS ITALIANA S.R.L.**

By: /s/ Luigo Coffano

Printed Name: Luigo Coffano

Title: Managing Director

**DU PONT DE NEMOURS (NEDERLAND) B.V.**

By: /s/ Maarten Verburg

Printed Name: Maarten Verburg

Title: Director

**DUPONT PAKISTAN OPERATIONS (PVT.) LIMITED**

By: /s/ Patrick Schriber

Printed Name: Patrick Schriber, on behalf of Tauqir Ahmed under Power of Attorney

Title:

**DUPONT POLAND SP Z.O.O.**

By: /s/ Piotr Gill, /s/ Ewa Bach

Printed Name: Piotr Gill, Ewa Bach

Title: Managing Director, Prokurist

**DUPONT ROMANIA S.R.L.**

By: /s/ Iosif Vasile

Printed Name: Isoif Vasile

Title: Country Manager

**DUPONT DE NEMOURS SOUTH AFRICA (PTY) LTD.**

By: /s/ Patrick Schriber

Printed Name: Patrick Schriber, on behalf of Richard Okine under Power of Attorney

Title:

**DUPONT ASTURIAS, S.L.**

By: /s/ Jose Maria Checa Cortes

Printed Name: Jose Maria Checa Cortes

Title: Director

**DU PONT IBERICA, S.L.**

By: /s/ Jose Maria Checa Cortes

Printed Name: Jose Maria Checa Cortes

Title: Director

**DUPONT DE NEMOURS INTERNATIONAL SARL**

By: /s/ Patrick Schriber

Printed Name: Patrick Schriber

Title: Director

**DU PONT PRODUCTS S.A.**

By: /s/ Patrick Schriber

Printed Name: Patrick Schriber

Title: General Manager

**DUPONT TURKIYE KIMYASAL URUNLER SANAYI VE TICARET ANONIM SIRKETI**

By: /s/ Halide Dagli Aydinlik

Printed Name: Halide Dagli Aydinlik

Title: Country Manager

**DU PONT (U.K.) LTD.**

By: /s/ A.P. Gough

Printed Name: A.P. Gough

Title: Director

**DUPONT S.A. DE C.V.**

By: /s/ Francisco Pinilla

Printed Name: Francisco Pinilla

Title: Legal Representative

**DANISCO (CHINA) CO. LTD.**

By: /s/ Robin Zhang

Printed Name: Robin Zhang

Title: Site Manager

**E. I. DU PONT CANADA COMPANY**

By: /s/ Paul Klasios

Printed Name: Paul Klasios

Title: Secretary

**DU PONT (AUSTRALIA) PTY LTD.**

By: /s/ Heidi Macfadyen

Printed Name: Heidi Macfadyen

Title: Director

**DU PONT CHINA HOLDING COMPANY LTD.**

By: /s/ Hsiao-Shih Su

Printed Name: Hsiao-Shih Su

Title: Legal Representative

**DU PONT CHINA LIMITED**

By: /s/ Siu Koon Kwan

Printed Name: Siu Koon Kwan

Title: Director

**PT DU PONT AGRICULTURAL PRODUCTS INDONESIA**

By: /s/ Viskanto Adi Prabowo

Printed Name: Viskanto Adi Prabowo

Title: Director

**DU PONT KABUSHIKI KAISHA**

By: /s/ Yoshiyuki Tanaka

Printed Name: Yoshiyuki Tanaka

Title: Representative Director and President

**DU PONT (KOREA) INC.**

By: /s/ Heung Sik Park

Printed Name: Heung Sik Park

Title: President

**DUPONT MALAYSIA SDN BHD**

By: /s/ Ong Ewe Hock

Printed Name: Ong Ewe Hock

Title: Managing Director

**DU PONT FAR EAST (PHILIPPINES BRANCH)**

By: /s/ Michael J. Foster

Printed Name: Michael J. Foster

Title: Director

**DU PONT COMPANY (SINGAPORE) PTE LTD.**

By: /s/ Lim Cher Tong

Printed Name: Lim Cher Tong

Title: Director

**DU PONT TAIWAN LIMITED**

By: /s/ Clint Huang

Printed Name: Clint Huang

Title: President

**DUPONT (THAILAND) LIMITED**

By: /s/ Siripom Wattanaphichet, /s/ Nitdiaree Jarutasauee

Printed Name: Siripom Wattanaphichet, Nitdiaree Jarutasauee

Title: Directors

**DU PONT ARGENTINA S.R.L.**

By: /s/ Juan Manuel Vaquer

Printed Name: Juan Manuel Vaquer

Title: President

**DU PONT DO BRASIL S.A.**

By: /s/ Haydee Oliveira Moreira, /s/ Claudia Pohlmann

Printed Name: Haydee Oliveira Moreira, Claudia Pohlmann

Title: LAS FS&RE Manager DuPont do Brasil, Directora de Recursos Humanos

**DU PONT DE COLOMBIA, S.A.**

By: /s/ Camilo Gutiérrez Cancino

Printed Name: Camilo Gutiérrez Cancino

Title: Legal Representative

**SEMILLAS PIONEER CHILE LTDA.**

By: /s/ Alvaro Izaguirre

Printed Name: Alvaro Izaguirre

Title: Legal Representative

**RECIPIENT ENTITIES:**

**THE CHEMOURS COMPANY**

By: /s/ Nigel Pond

Printed Name: Nigel Pond

Title: Vice President

**THE CHEMOURS COMPANY TT, LLC**

By: /s/ Nigel Pond

Printed Name: Nigel Pond

Title: Vice President

**THE CHEMOURS COMPANY (AUSTRALIA) PTY LTD**

By: /s/ Ruth Pattison

Printed Name: Ruth Pattison

Title: Director

**THE CHEMOURS (CHANGSHU) FLUORO TECHNOLOGY CO., LTD**

By: /s/ Jiang Li

Printed Name: Jiang Li

Title: Legal Representative

**THE CHEMOURS CHEMICAL SHANGHAI CO. LTD.**

By: /s/ Jiang Li

Printed Name: Jiang Li

Title: Legal Representative

**CHEMOURS HONG KONG HOLDING LIMITED**

By: /s/ Fung Wai Kong

Printed Name: Fung Wai Kong

Title: Director

**CHEMOURS KABUSHIKI KAISHA**

By: /s/ Kazunori Imai

Printed Name: Kazunori Imai

Title: President and Representative Director

**CHEMOURS KOREA INC.**

By: /s/ Tae Sung Kim

Printed Name: Tae Sung Kim

Title: President

**THE CHEMOURS MALAYSIA SDN BHD**

By: /s/ Gerald Tan

Printed Name: Gerald Tan

Title: Country Leader

**THE CHEMOURS COMPANY SINGAPORE PTE. LTD.**

By: /s/ Lim Cher Tong

Printed Name: Lim Cher Tong

Title: Director

**CHEMOURS TITANIUM TECHNOLOGIES (TAIWAN) LTD.**

By: /s/ Frank Lin

Printed Name: Frank Lin

Title: President

**THE CHEMOURS (TAIWAN) COMPANY LIMITED**

By: /s/ Y.C. Chen

Printed Name: Y.C. Chen

Title: President

**THE CHEMOURS (THAILAND) COMPANY LIMITED**

By: /s/ Siriporn Wattanaphichet, /s/ Nitcharee Jarutsanee

Printed Name: Siriporn Wattanaphichet, Nitcharee Jarutsanee

Title: Director, Director

**CHEMOURS BELGIUM BVBA**

By: /s/ Bernard Delhaye

Printed Name: Bernard Delhaye

Title: Director

**CHEMOURS FRANCE SAS**

By: /s/ Martin Stephan

Printed Name: Martin Stephan

Title: President

**CHEMOURS DEUTSCHLAND GMBH**

By: /s/ Peter Friedhelm Wulf

Printed Name: Peter Friedhelm Wulf

Title: Managing Director

**CHEMOURS ITALY S.R.L.**

By: /s/ Diego Negri

Printed Name: Diego Negri

Title: Managing Director

**CHEMOURS NETHERLANDS BV**

By: /s/ Natasja van den Kieboom

Printed Name: Natasja van den Kieboom

Title: Director

**DORDRECHT ENERGY SUPPLY COMPANY (DESCO) C.V.**

By: /s/ P.G. van Uden

Printed Name: P.G. van Uden

Title: Director

**CHEMOURS SPAIN S.L.**

By: /s/ Flavia-Monica Gavrus

Printed Name: Flavia-Monica Gavrus

Title: Country Controller

**CHEMOSWED AB**

By: /s/ D.S. Mallard

Printed Name: D.S. Mallard

Title: Managing Director

**CHEMOURS INTERNATIONAL OPERATIONS SÀRL**

By: /s/ Jose Luis Badia

Printed Name: Jose Luis Badia

Title: Director

**CHEMOURS SERVICES SÀRL**

By: /s/ Jose Luis Badia

Printed Name: Jose Luis Badia

Title: Director

**CHEMOURS TR KIMYASAL URUNLER LIMITED SIRKETI**

By: /s/ Halide Dagli Aydinlik

Printed Name: Halide Dagli Aydinlik

Title: General Manager

**ANTEC INTERNATIONAL LTD.**

By: /s/ A.P. Gough

Printed Name: A.P. Gough

Title: Director

**THE CHEMOURS COMPANY S.R.L.**

By: /s/ Juan Manuel Vaquer

Printed Name: Juan Manuel Vaquer

Title: President

**THE CHEMOURS COMPANY INDÚSTRIA E COMÉRCIO DE PRODUCTOS QUÍMICOS LIMITIDA**

By: /s/ Antonio Mori

Printed Name: Antonio Mori

Title: Director Presidente

**THE CHEMOURS COMPANY CHILE LIMITADA**

By: /s/ Alvaro Izaguirre, /s/ Gonzalo Quesada

Printed Name: Alvaro Izaguirre, Gonzalo Quesada

Title: Legal Representatives

**THE CHEMOURS COMPANY COLOMBIA S.A.S.**

By: /s/ Daniel Fernandez

Printed Name: Daniel Fernandez

Title: Legal Representative

**INITIATIVES/ DE MEXICO. S.A. DE C.V.**

By: /s/ Pedro Guillermo Marin Avila

Printed Name: Pedro Guillermo Marin Avila

Title: Legal Representative

**THE CHEMOURS COMPANY MEXICANA S. DE R.L. DE C.V.**

By: /s/ Pedro Guillermo Marin Avila

Printed Name: Pedro Guillermo Marin Avila

Title: Legal Representative

**THE CHEMOURS COMPANY MEXICO, S. DE R.L. DE C.V.**

By: /s/ Pedro Guillermo Marin Avila

Printed Name: Pedro Guillermo Marin Avila

Title: Legal Representative

**THE CHEMOURS COMPANY SERVICIOS, S. DE R.L. DE C.V.**

By: /s/ Pedro Guillermo Marin Avila

Printed Name: Pedro Guillermo Marin Avila

Title: Legal Representative

**THE CHEMOURS CANADA COMPANY**

By: /s/ Sacha Debleds

Printed Name: Sacha Debleds

Title: Strategic Planning and Business Integration Leader

**FIRST CHEMICAL TEXAS**

By: /s/ James L. Withrow

Printed Name: James L. Withrow

Title: Global Business & Market Director

**FIRST CHEMICAL CORP**

By: /s/ James. L. Withrow

Printed Name: James. L. Withrow

Title: Global Business & Market Director

**INTERNATIONAL DIOXIDE**

By: /s/ Min Chao

Printed Name: Min Chao

Title: President

**THE CHEMOURS COMPANY FC, LLC**

By: /s/ Nigel Pond

Printed Name: Nigel Pond

Title: Vice President

**Exhibit 10.2**

**EXECUTION VERSION**

# TAX MATTERS AGREEMENT

**DATED AS OF JUNE 26, 2015**
**BY AND AMONG**

**E.I. DU PONT DE NEMOURS AND COMPANY**

**AND**

**THE CHEMOURS COMPANY**

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# TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this "**Agreement**") is entered into as of June 26, 2015, by and among E.I. du Pont de Nemours and Company ("**DuPont**"), a Delaware corporation, and The Chemours Company ("**Chemours**"), a Delaware corporation and a wholly owned subsidiary of DuPont. (DuPont and Chemours are sometimes collectively referred to herein as the "**Companies**" and, as the context requires, individually referred to herein as the "**Company**").

## RECITALS

WHEREAS, the Board of Directors of DuPont has determined that it would be appropriate and desirable to separate completely the Chemours Business (as defined below) from DuPont;

WHEREAS, as of the date hereof, DuPont is the common parent of an affiliated group of corporations, including Chemours, which has elected to file consolidated Federal income tax returns;

WHEREAS, the Companies have undertaken the Contribution (as defined below);

WHEREAS, the Companies have undertaken the Debt-for-Debt Exchange as described in the Separation Agreement (as defined below) and intend to undertake the Distribution;

WHEREAS, the Companies intend for the Contribution, the Debt-For-Debt Exchange and the Distribution to qualify for Tax-Free Status;

WHEREAS, the Companies desire to provide for and agree upon the allocation between the parties of liabilities, and entitlements to refunds thereof, for certain Taxes arising prior to, at the time of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes and to set forth certain covenants and indemnities relating to the Tax-Free Status of the Contribution, the Debt-For-Debt Exchange and the Distribution;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

**Section 1. Definition of Terms**. For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Separation Agreement:

"**Active Trade or Business**" means, with respect to Chemours, the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) of the Chemours Business as conducted immediately prior to the Distribution, or, with respect to another Separation Transaction intended to qualify as tax-free pursuant to Section 355 of the Code or analogous provisions of state, local or foreign law, the active conduct (as defined in Section 355(b)(2) of the Code and the regulations thereunder, or the analogous provisions of state or local law) by the relevant Chemours Entity of the Chemours Business relating to such Chemours Entity as conducted immediately prior to such Separation Transaction.

"**Adjustment Request**" means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (i) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (ii) any claim for equitable recoupment or other offset, and (iii) any claim for refund or credit of Taxes previously paid.

"**Affiliate**" has the meaning set forth in the Separation Agreement.

"**Agreement**" means this Tax Matters Agreement.

"**Board Certificate**" has the meaning set forth in Section 6.01(d) of this Agreement.

"**Business Day**" has the meaning set forth in the Separation Agreement.

"**Chemours**" has the meaning provided in the first sentence of this Agreement.

"**Chemours Assets**" has the meaning set forth in the Separation Agreement.

"**Chemours Business**" has the meaning set forth in the Separation Agreement.

"**Chemours Capital Stock**" means all classes or series of capital stock of Chemours, including (i) the Chemours Common Stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in Chemours for U.S. federal income tax purposes.

"**Chemours Carryback**" means any net operating loss, net capital loss, excess tax credit, or other similar Tax item of any member of the Chemours Group which may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

**"Chemours Common Stock"** has the meaning set forth in the Separation Agreement.

"**Chemours Entity**" means an entity which will be a member of the Chemours Group immediately after the Distribution.

"**Chemours Group**" means (i) Chemours and its Affiliates, as determined immediately after the Distribution, as well as (ii) any entity which (A) was an Affiliate of DuPont or an Affiliate of a member of the Chemours Group described in clause (i), (B) conducted solely or predominantly the Chemours Business, and (C) is no longer an Affiliate of DuPont as of the Distribution.

"**Chemours Liabilities**" has the meaning set forth in the Separation Agreement.

"**Chemours Separate Return**" means any Tax Return of or including any member of the Chemours Group (including any consolidated, combined or unitary return) that does not include any member of the DuPont Group.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Companies**" and "**Company**" have the meaning provided in the first sentence of this Agreement.

"**Contribution**" has the meaning set forth in the Separation Agreement.

"**Controlling Party**" has the meaning set forth in Section 9.02(c) of this Agreement.

"**Debt-for-Debt Exchange**" has the meaning set forth in the Separation Agreement.

"**Debt-for-Debt Indebtedness**" has the meaning set forth in the Separation Agreement.

"**DGCL**" means the Delaware General Corporation Law.

"**Dispute**" has the meaning set forth in Section 13 of this Agreement.

"**Distribution**" has the meaning set forth in the Separation Agreement.

"**Distribution Date**" means the date on which the Distribution occurs.

"**DuPont**" has the meaning provided in the first sentence of this Agreement.

"**DuPont Affiliated Group**" means the affiliated group (as that term is defined in Section 1504 of the Code and the regulations thereunder) of which DuPont is the common parent.

"**DuPont Federal Consolidated Income Tax Return**" means any United States federal Income Tax Return for the DuPont Affiliated Group.

"**DuPont Group**" means DuPont and its Affiliates, excluding any entity that is a member of the Chemours Group, as determined immediately after the Distribution.

"**DuPont Retained Business**" has the meaning provided in the Separation Agreement.

"**DuPont Separate Return**" means any Tax Return of or including any member of the DuPont Group (including any consolidated, combined or unitary return) that does not include any member of the Chemours Group.

"**Employee Matters Agreement**" means the Employee Matters Agreement, dated as of June , 2015 by and among DuPont and Chemours.

"**Employment Tax**" means any Tax the liability or responsibility for which is allocated pursuant to the Employee Matters Agreement.

"**Federal Income Tax**" means any Tax imposed by Subtitle A of the Code other than an Employment Tax, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Federal Other Tax**" means any Tax imposed by the Code other than any Federal Income Taxes or Employment Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Fifty-Percent or Greater Interest**" has the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code.

"**Filing Date**" has the meaning set forth in Section 6.04(d) of this Agreement.

"**Final Determination**" means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (i) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of a State, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such taxable period (as the case may be); (ii) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (iii) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of a State, local, or foreign taxing jurisdiction; (iv) by any allowance of a refund or credit in respect of an overpayment of a Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (v) by a final settlement resulting from a treaty-based competent authority determination; or (vi) by any other final disposition, including by reason of the expiration of the applicable statute of limitations, the execution of a pre-filing agreement with the IRS or other Tax Authority, or by mutual agreement of the parties.

"**Foreign Income Tax**" means any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, which is an income tax as defined in Treasury Regulation Section 1.901-2, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Foreign Other Tax**" means any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession other than any Foreign Income Taxes or Employment Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Gain Recognition Agreement**" means a gain recognition agreement as described in Treasury Regulations Section 1.367(a)-8 or any successor provision thereto.

"**Group**" means the DuPont Group or the Chemours Group, or both, as the context requires.

"**Income Tax**" means any Federal Income Tax, State Income Tax or Foreign Income Tax.

"**Indemnitee**" has the meaning set forth in Section 12.02 of this Agreement.

"**Indemnitor**" has the meaning set forth in Section 12.02 of this Agreement.

"**Internal Restructuring**" has the meaning set forth in Section 6.01(e) of this Agreement.

"**IRS**" means the United States Internal Revenue Service.

"**Joint Return**" means any Tax Return that actually includes, by election or otherwise, one or more members of the DuPont Group together with one or more members of the Chemours Group.

"**Non-Controlling Party**" has the meaning set forth in Section 9.02(c) of this Agreement.

"**Notified Action**" has the meaning set forth in Section 6.03(a) of this Agreement.

"**Past Practices**" has the meaning set forth in Section 3.04(b) of this Agreement.

"**Payment Date**" means (i) with respect to any DuPont Federal Consolidated Income Tax Return, (A) the due date for any required installment of estimated taxes determined under Section 6655 of the Code, (B) the due date (determined without regard to extensions) for filing the return determined under Section 6072 of the Code, or (C) the date the return is filed, as the case may be, and (ii) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law.

"**Payor**" has the meaning set forth in Section 4.03 of this Agreement.

"**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. federal income tax purposes.

"**Post-Distribution Period**" means any Tax Period beginning after the Distribution Date and, in the case of any Straddle Period, the portion of such Tax Period beginning on the day after the Distribution Date.

"**Pre-Distribution Period**" means any Tax Period ending on or before the Distribution Date and, in the case of any Straddle Period, the portion of such Straddle Period ending on the Distribution Date.

"**Preliminary Tax Advisor**" has the meaning set forth in Section 13.03 of this Agreement.

"**Prime Rate**" means the base rate on corporate loans charged by Citibank, N.A. from time to time, compounded daily on the basis of a year of 365 or 366 (as applicable) days and actual days elapsed.

"**Privilege**" means any privilege that may be asserted under applicable law, including, any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

"**Proposed Acquisition Transaction**" means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulation Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by Chemours management or shareholders, is a hostile acquisition, or otherwise, as a result of which Chemours would merge or consolidate with any other Person or as a result of which any Person or any group of related Persons would (directly or indirectly) acquire, or have the right to acquire, from Chemours and/or one or more holders of outstanding shares of Chemours Capital Stock, a number of shares of Chemours Capital Stock that would, when combined with any other changes in ownership of Chemours Capital Stock pertinent for purposes of Section 355(e) of the Code, comprise 40% or more of (i) the value of all outstanding shares of stock of Chemours as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (ii) the total combined voting power of all outstanding shares of voting stock of Chemours as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by Chemours of a shareholder rights plan or (ii) issuances by Chemours that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

"**Registration Rights Agreement**" means the Registration Rights Agreement dated May 12, 2015 by and among Chemours, Credit Suisse Securities (USA) LLC, J.P. Morgan Securities LLC, and the other parties thereto.

"**Representation Letters**" means the statements of facts and representations, officer's certificates, representation letters and any other materials (including, without limitation, a Ruling Request and any related supplemental submissions to the IRS or other Tax Authority) delivered or deliverable by DuPont, its Affiliates or representatives thereof in connection with the rendering by Tax Advisors, and/or the issuance by the IRS or other Tax Authority, of the Tax Opinions/Rulings.

"**Required Action**" has the meaning set forth in Section 6.01(f) of this Agreement.

"**Required Party**" has the meaning set forth in Section 4.03 of this Agreement.

"**Responsible Company**" means, with respect to any Tax Return, the Company having responsibility for preparing and filing such Tax Return under this Agreement.

"**Retention Date**" has the meaning set forth in Section 8.01 of this Agreement.

"**Ruling**" means a private letter ruling issued by the IRS to DuPont in connection with the Contribution and Distribution.

"**Ruling Request**" means any letter filed by DuPont with the IRS or other Tax Authority requesting a ruling regarding certain tax consequences of the Separation Transactions (including all attachments, exhibits, and other materials submitted with such ruling request letter) and any amendment or supplement to such ruling request letter.

"**Section 6.01(d) Acquisition Transaction**" means any transaction or series of transactions that is not a Proposed Acquisition Transaction but would be a Proposed Acquisition Transaction if the percentage reflected in the definition of Proposed Acquisition Transaction were 25% instead of 40%.

"**Separate Return**" means a DuPont Separate Return or a Chemours Separate Return, as the case may be.

"**Separation Agreement**" means the Separation Agreement, as amended from time to time, by and among DuPont and Chemours dated as of June , 2015.

"**Separation Plan**" means the diagram depicting the transactions undertaken in connection with the separation of the Chemours Business from the DuPont Retained Business, as provided to Chemours by DuPont prior to the date hereof, as updated from time to time by DuPont at its sole discretion prior to the Distribution.

"**Separation Transactions**" means those transactions undertaken by the Companies and their Affiliates pursuant to the Separation Plan to separate ownership of the Chemours Business from ownership of the DuPont Retained Business.

"**State Income Tax**" means any Tax imposed by any State of the United States or by any political subdivision of any such State which is imposed on or measured by net income, including state or local franchise or similar Taxes measured by net income, as well as any state or local franchise, capital or similar Taxes imposed in lieu of a tax imposed on or measured by net income, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**State Other Tax**" means any Tax imposed by any State of the United States or by any political subdivision of any such State other than any State Income Taxes or Employment Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Straddle Period**" means any Tax Period that begins before and ends after the Distribution Date.

"**Tax**" or "**Taxes**" means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, value added, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, escheat, alternative minimum, estimated or other tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax), imposed by any governmental entity or political subdivision thereof, and any interest, penalty, additions to tax, or additional amounts in respect of the foregoing.

"**Tax Advisor**" means a tax counsel or accountant, in each case of recognized national standing.

"**Tax Attribute**" means a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, general business credit, research and development credit, earnings and profits, basis, or any other Tax Item that could reduce a Tax or create a Tax Benefit.

"**Tax Authority**" means, with respect to any Tax, the governmental entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"**Tax Benefit**" means any refund, credit, or other reduction in otherwise required liability for Taxes.

"**Tax Contest**" means an audit, review, examination, or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

"**Tax-Free Status**" means the qualification of the Contribution, the Debt-for Debt Exchange and the Distribution, taken together, (i) as a reorganization described in Sections 355(a) and 368(a)(1)(D) of the Code, (ii) as a transaction in which the stock distributed thereby is "qualified property" for purposes of Sections 355(d), 355(e) and 361(c) of the Code and in which the Debt-for-Debt Indebtedness are "securities" within the meaning of Section 361(a) of the Code, and (iii) as a transaction in which DuPont, Chemours and the shareholders of DuPont recognize no income or gain for U.S. federal income tax purposes pursuant to Sections 355, 361 and 1032 of the Code, other than, in the case of DuPont and Chemours, intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code.

"**Tax Item**" means, with respect to any Income Tax, any item of income, gain, loss, deduction, or credit.

"**Tax Law**" means the law of any governmental entity or political subdivision thereof relating to any Tax.

"**Tax Opinions/Rulings**" means the opinions of Tax Advisors and/or the rulings by the IRS or other Tax Authorities deliverable to DuPont in connection with the Contribution and the Distribution or otherwise with respect to the Separation Transactions.

"**Tax Period**" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

"**Tax Records**" means any (i) Tax Returns, (ii) Tax Return workpapers, (iii) documentation relating to any Tax Contests, and (iv) any other books of account or records (whether or not in written, electronic or other tangible or intangible forms and whether or not stored on electronic or any other medium) required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority, in each case filed with respect to or otherwise relating to Taxes.

"**Tax-Related Losses**" means (i) all Taxes (including interest and penalties thereon) imposed pursuant to any settlement, Final Determination, judgment or otherwise; (ii) all accounting, legal and other professional fees, and court costs incurred in connection with such Taxes, as well as any other out-of-pocket costs incurred in connection with such Taxes; and (iii) all costs, expenses and damages associated with stockholder litigation or controversies and any amount paid by DuPont (or any DuPont Affiliate) or Chemours (or any Chemours Affiliate) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Tax Authority, in each case, resulting from the failure of the Contribution, the Debt-for-Debt Exchange and the Distribution to have Tax-Free Status or from the failure of a Separation Transaction to have the tax treatment described in the Tax Opinions/Rulings.

"**Tax Return**" or "**Return**" means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document required to be filed under the Code or other Tax Law with respect to Taxes, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

"**Transfer Pricing Adjustment**" means any proposed or actual allocation by a Tax Authority of any Tax Item between or among any member of the DuPont Group and any member of the Chemours Group with respect to any Tax Period ending prior to or including the Distribution Date.

"**Transfer Taxes**" means all sales, use, transfer, real property transfer, intangible, recordation, registration, documentary, stamp or similar Taxes imposed on the Separation Transactions (excluding, for the avoidance of doubt, any Income Taxes).

"**Treasury Regulations**" means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

"**Unqualified Tax Opinion**" means an unqualified "will" opinion of a Tax Advisor, which Tax Advisor is acceptable to DuPont, on which DuPont may rely to the effect that a transaction will not affect the Tax-Free Status. Any such opinion must assume that the Contribution, the Debt-for-Debt Exchange and the Distribution would have qualified for Tax-Free Status if the transaction in question did not occur.

"**U.S. Property Taxes**" means all real property, personal property or other property Taxes imposed by the United States, by any State of the United States, or by any political subdivision of the foregoing.

**Section 2. Allocation of Tax Liabilities**.

*Section 2.01 General Rule.*

*(a) DuPont Liability*. DuPont shall be liable for, and shall indemnify and hold harmless the Chemours Group from and against any liability for, Taxes which are allocated to DuPont under this Section 2.

*(b) Chemours Liability*. Chemours shall be liable for, and shall indemnify and hold harmless the DuPont Group from and against any liability for, Taxes which are allocated to Chemours under this Section 2.

*Section 2.02 Allocation of United States Federal Income and Federal Other Taxes*. Except as provided in Section 2.05, Section 2.07, Section 2.08 or Section 2.09, Federal Income Tax and Federal Other Tax shall be allocated as follows:

*(a) Allocation of Federal Income Tax and Federal Other Tax Relating to Joint Returns*

(i) *Allocation for Pre-Distribution Periods*. With respect to any Joint Return, DuPont shall be responsible for any and all Federal Income Taxes or Federal Other Taxes due with respect to or required to be reported on any such Income Tax Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods.

*(b) Allocation of Federal Income Tax and Federal Other Tax Relating to Separate Returns.*

(i) DuPont shall be responsible for any and all Federal Income Taxes or Federal Other Taxes due with respect to or required to be reported on any DuPont Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

(ii) Chemours shall be responsible for any and all Federal Income Taxes or Federal Other Taxes due with respect to or required to be reported on any Chemours Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

*Section 2.03 Allocation of State Income and State Other Taxes*. Except as provided in Section 2.05, Section 2.07, Section 2.08 or Section 2.09, State Income Tax and State Other Tax shall be allocated as follows:

*(a) Allocation of State Income Tax and State Other Tax Relating to Joint Returns*

(i) *Allocation for Pre-Distribution Periods*. DuPont shall be responsible for any and all State Income Taxes or State Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods.

*(b) Allocation of State Income Tax and State Other Tax Relating to Separate Returns.*

(i) DuPont shall be responsible for any and all State Income Taxes or State Other Taxes due with respect to or required to be reported on any DuPont Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

(ii) Chemours shall be responsible for any and all State Income Taxes or State Other Taxes due with respect to or required to be reported on any Chemours Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

*Section 2.04 Allocation of Foreign Income and Foreign Other Taxes*. Except as provided in Section 2.05, Section 2.07 or Section 2.08, Foreign Income Tax and Foreign Other Tax shall be allocated as follows:

*(a) Allocation of Foreign Income Tax and Foreign Other Tax Relating to Joint Returns*

(i) *Allocation to Chemours for Pre-Distribution Periods*. Chemours shall be responsible for any and all Foreign Income Taxes or Foreign Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the Chemours Group for all Pre-Distribution Periods, as determined pursuant to Section 2.06.

(ii) *Allocation to DuPont for Pre-Distribution Periods*. DuPont shall be responsible for any and all Foreign Income Taxes or Foreign Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) other than those Foreign Income Taxes described in Section 2.04(a)(i) for all Pre-Distribution Periods.

*(b) Allocation of Foreign Income Tax and Foreign Other Tax Relating to Separate Returns*.

(i) DuPont shall be responsible for any and all Foreign Income Taxes or Foreign Other Taxes due with respect to or required to be reported on any DuPont Separate Return, including any Foreign Income Tax of DuPont or any member of the DuPont Group imposed by way of withholding by a member of the Chemours Group (and including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

(ii) Chemours shall be responsible for any and all Foreign Income Taxes or Foreign Other Taxes due with respect to or required to be reported on any Chemours Separate Return, including any Foreign Income Tax of Chemours or any member of the Chemours Group imposed by way of withholding by a member of the DuPont Group (and including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

*Section 2.05 Certain Employment Taxes.*

*(a) Allocation of Employment Taxes*. Notwithstanding anything contained herein to the contrary, this Agreement, including Section 2 hereof, shall not apply with respect to Employment Taxes. Employment Taxes shall be allocated as provided in the Employee Matters Agreement.

*Section 2.06 Determination of Tax Attributable to the Chemours Business.*

*(a) Foreign Income Tax*. For purposes of Section 2.04(a)(i), the amount of Foreign Income Taxes attributable to the Chemours Group shall be as determined by DuPont on a pro forma Chemours Group return prepared:

(i) including only Tax Items of members of the Chemours Group that were included in the relevant Joint Return;

(ii) using all elections, accounting methods and conventions used on such Joint Return for such period; and

(iii) applying the highest statutory marginal corporate Income Tax rate in effect for such Tax Period.

*(b) Limitation*. The amount of Foreign Income Taxes attributable to the Chemours Business for any Tax Period shall not be less than zero.

*Section 2.07 Chemours Liability*. Chemours shall be liable for, and shall indemnify and hold harmless the DuPont Group from and against, any liability for:

*(a)* any Tax resulting from a breach by Chemours of any covenant in this Agreement, the Separation Agreement or any Ancillary Agreement; and

*(b)* any Tax-Related Losses for which Chemours is responsible pursuant to Section 6.04 of this Agreement.

*Section 2.08 DuPont Liability*. DuPont shall be liable for, and shall indemnify and hold harmless the Chemours Group from and against, any liability for:

*(a)* any Tax resulting from a breach by DuPont of any covenant in this Agreement, the Separation Agreement or any Ancillary Agreement; and

*(b)* any Tax-Related Losses for which DuPont is responsible pursuant to Section 6.04 of this Agreement.

*Section 2.09 Allocation of U.S. Property Taxes*. In the case of any U.S. Property Taxes imposed on or with respect to any real, personal or other property held by the Chemours Group immediately after the Distribution, liability for such U.S. Property Taxes for any Straddle Period shall be apportioned as follows:

*(a)* DuPont shall be responsible for the portion of such U.S. Property Taxes allocable to the Pre-Distribution Period, determined by comparing the number of days in such Pre-Distribution Period to the total number of days in such Straddle Period and allocating on a pro-rata basis; and

*(b)* Chemours shall be responsible for the portion of such U.S. Property Taxes allocable to the Post-Distribution Period, determined by comparing the number of days in such Post-Distribution Period to the total number of days in such Straddle Period and allocating on a pro-rata basis.

**Section 3. Preparation and Filing of Tax Returns**.

*Section 3.01 DuPont's Responsibility*. DuPont has the exclusive obligation and right to prepare and file, or to cause to be prepared and filed:

*(a)* All Joint Returns; and

*(b)* DuPont Separate Returns.

*Section 3.02 Chemours' Responsibility*. Chemours shall prepare and file, or shall cause to be prepared and filed, all Tax Returns required to be filed by or with respect to members of the Chemours Group other than those Tax Returns which DuPont is required to prepare and file under Section 3.01 or Section 3.03. The Tax Returns required to be prepared and filed by Chemours under this Section 3.02 shall include any Chemours Separate Returns.

*Section 3.03 Tax Returns for Transfer Taxes*. Tax Returns relating to Transfer Taxes shall be prepared and filed when due (including extensions) by the person obligated to file such Tax Returns under applicable Tax Law. The Companies shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Section 7 with respect to the preparation and filing of Tax Returns, including providing information required to be provided in Section 7.

*Section 3.04 Tax Reporting Practices.*

*(a) DuPont General Rule*. Except as provided in Section 3.04(c), DuPont shall prepare any Tax Return which it has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 3.01, in accordance with reasonable Tax accounting practices selected by DuPont.

*(b) Chemours General Rule*. Except as provided in Section 3.04(c), with respect to any Tax Return that Chemours has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 3.02, such Tax Return shall be prepared in accordance with past practices, accounting methods, elections or conventions ("**Past Practices**") used with respect to the Tax Returns in question (unless there is no reasonable basis for the use of such Past Practices), and to the extent any items are not covered by Past Practices (or in the event that there is no reasonable basis for the use of such Past Practices), in accordance with reasonable Tax accounting practices selected by Chemours.

*(c) Reporting of Separation Transactions*. The Tax treatment of the Separation Transactions reported on any Tax Return shall be consistent with the treatment thereof in the Ruling Requests and the Tax Opinions/Rulings, taking into account the jurisdiction in which such Tax Returns are filed, unless there is no reasonable basis for such Tax treatment. Such treatment (including, for the avoidance of doubt, the allocation between DuPont and Chemours of any deductions arising from the Debt-for-Debt Exchange) reported on any Tax Return for which Chemours is the Responsible Company shall be consistent with that on any Tax Return filed or to be filed by DuPont or any member of the DuPont Group or caused or to be caused to be filed by DuPont, unless there is no reasonable basis for such Tax treatment. In the event that a Company shall determine that there is no reasonable basis for the Tax treatment described in either of the preceding two sentences, such Company shall notify the other Company 20 Business Days prior to filing the relevant Tax Return and the Companies shall attempt in good faith to agree on the manner in which the relevant portion of the Separation Transactions shall be reported.

*Section 3.05 Consolidated or Combined Tax Returns*. Chemours will elect and join, and will cause its respective Affiliates to elect and join, in filing any Joint Returns that DuPont determines are required to be filed or that DuPont elects to file pursuant to Section 3.01(a).

*Section 3.06 Right to Review Tax Returns.*

*(a) General*. The Responsible Company with respect to any material Tax Return shall make the portion of such Tax Return and related workpapers which are relevant to the determination of the other Company's rights or obligations under this Agreement available for review by the other Company, if requested, to the extent (i) such Tax Return relates to Taxes for which the requesting party would reasonably be expected to be liable, (ii) such Tax Return relates to Taxes and the requesting party would reasonably be expected to be liable in whole or in part for any additional Taxes owing as a result of adjustments to the amount of such Taxes reported on such Tax Return, (iii) such Tax Return relates to Taxes for which the requesting party would reasonably be expected to have a claim for Tax Benefits under this Agreement, or (iv) the requesting party reasonably determines that it must inspect such Tax Return to confirm compliance with the terms of this Agreement. The Responsible Company shall (i) use its reasonable best efforts to make such portion of such Tax Return available for review as required under this paragraph sufficiently in advance of the due date for filing of such Tax Return to provide the requesting party with a meaningful opportunity to analyze and comment on such Tax Return and (ii) use reasonable efforts to have such Tax Return modified before filing, taking into account the person responsible for payment of the Tax (if any) reported on such Tax Return and whether the amount of Tax liability allocable to the requesting party with respect to such Tax Return is material. The Companies shall attempt in good faith to resolve any issues arising out of the review of such Tax Return.

*(b) Material Tax Returns*. For purposes of Section 3.06(a), a Tax Return is "material" if it could reasonably be expected to reflect (A) Tax liability equal to or in excess of $1 million, (B) a credit or credits equal to or in excess of $1 million or (C) a loss or losses equal to or in excess of $3 million, in each case with respect to the requesting party.

*Section 3.07 Chemours Carrybacks and Claims for Refund*. Chemours hereby agrees that, unless DuPont consents in writing, (i) no Adjustment Request with respect to any Tax Return for a pre-Distribution Period or Straddle Period shall be filed, and (ii) any available elections to waive the right to claim in any Pre-Distribution Period with respect to any Tax Return any Chemours Carryback arising in a Post-Distribution Period shall be made, and no affirmative election shall be made to claim any such Chemours Carryback.

*Section 3.08 Apportionment of Tax Attributes*. DuPont may in good faith advise Chemours in writing of the amount, if any, of any Tax Attributes, which DuPont determines, in its sole and absolute discretion, shall be allocated or apportioned to the Chemours Group under applicable law, or may provide Chemours relevant information for making such determination on an as-is basis, provided that this Section 3.08 shall not be construed as obligating DuPont to undertake any such determination or provide any such information. For the avoidance of doubt, DuPont makes no representation or warranty as to the accuracy or completeness of any such determination or information. Chemours and all members of the Chemours Group shall prepare all Tax Returns in accordance with any such determination. Chemours agrees that it shall not dispute DuPont's allocation or apportionment of Tax Attributes. Chemours may request that DuPont undertake a determination of the portion, if any, of any particular Tax Attribute to be allocated or apportioned to the Chemours Group under applicable law; to the extent that DuPont determines, in its sole and absolute discretion, not to undertake such determination, or does not otherwise advise Chemours of its intention to undertake such determination within 20 Business Days of the receipt of such request, Chemours shall be permitted to undertake such determination at its own cost and expense and shall notify DuPont of its determination, which determination shall not be binding upon DuPont. Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, DuPont shall bear no liability to Chemours for determinations made by DuPont pursuant to this Section 3.08 if any such determination shall be found or asserted to be inaccurate.

**Section 4. Tax Payments**.

*Section 4.01 Payment of Taxes With Respect to Certain Joint Returns*. In the case of any Joint Return:

*(a) Computation and Payment of Tax Due.* At least five Business Days prior to any Payment Date for any such Tax Return, the Responsible Company shall compute the amount of Tax required to be paid to the applicable Tax Authority (taking into account the requirements of Section 3.04 relating to consistent accounting practices, as applicable) with respect to such Tax Return on such Payment Date. The Responsible Company shall pay such amount to such Tax Authority on or before such Payment Date (and provide notice and proof of payment to the other Company).

*(b) Computation and Payment of Liability With Respect To Tax Due.* Within 20 Business Days following the earlier of (i) the due date (including extensions) for filing any such Tax Return (excluding any Tax Return with respect to payment of estimated Taxes or Taxes due with a request for extension of time to file) or (ii) the date on which such Tax Return is filed, if DuPont is the Responsible Company, then Chemours shall pay to DuPont the amount allocable to the Chemours Group under the provisions of Section 2, and if Chemours is the Responsible Company, then DuPont shall pay to Chemours the amount allocable to the DuPont Group under the provisions of Section 2, in each case, plus interest computed at the Prime Rate on the amount of the payment based on the number of days from the earlier of (i) the due date of the Tax Return (including extensions) or (ii) the date on which such Tax Return is filed, to the date of payment.

*(c) Adjustments Resulting in Underpayments.* In the case of any adjustment pursuant to a Final Determination with respect to any such Tax Return, the Responsible Company shall pay to the applicable Tax Authority when due any additional Tax due with respect to such Return required to be paid as a result of such adjustment pursuant to a Final Determination. The Responsible Company shall compute the amount attributable to the Chemours Group in accordance with Section 2 and Chemours shall pay to DuPont any amount due DuPont (or DuPont shall pay Chemours any amount due Chemours) under Section 2 within 20 Business Days from the later of (i) the date the additional Tax was paid by the Responsible Company or (ii) the date of receipt of a written notice and demand from the Responsible Company for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Any payments required under this Section 4.01(c) shall include interest computed at the Prime Rate based on the number of days from the date the additional Tax was paid by the Responsible Company to the date of the payment under this Section 4.01(c).

*Section 4.02 Payment of Separate Company Taxes*. Each Company shall pay, or shall cause to be paid, to the applicable Tax Authority when due all Taxes owed by such Company or a member of such Company's Group with respect to a Separate Return.

*Section 4.03 Indemnification Payments.*

*(a)* If any Company (the "**Payor**") is required under applicable Tax Law to pay to a Tax Authority a Tax that another Company (the "**Required Party**") is liable for under this Agreement, the Required Party shall reimburse the Payor within 20 Business Days of delivery by the Payor to the Required Party of an invoice for the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. The reimbursement shall include interest on the Tax payment computed at the Prime Rate based on the number of days from the date of the payment to the Tax Authority to the date of reimbursement under this Section 4.03.

*(b)* All indemnification payments under this Agreement shall be made by DuPont directly to Chemours and by Chemours directly to DuPont; *provided*, *however*, that if the Companies mutually agree with respect to any such indemnification payment, any member of the DuPont Group, on the one hand, may make such indemnification payment to any member of the Chemours Group, on the other hand, and vice versa. All indemnification payments shall be treated in the manner described in Section 12.01.

**Section 5. Tax Refunds and Transfer Pricing Adjustments.**

*Section 5.01 Tax Refunds*. DuPont shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which DuPont is liable hereunder, Chemours shall be entitled (subject to the limitations provided in Section 3.07) to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which Chemours is liable hereunder and a Company receiving a refund to which another Company is entitled hereunder shall pay over such refund to such other Company within 20 Business Days after such refund is received (together with interest computed at the Prime Rate based on the number of days from the date the refund was received to the date the refund was paid over).

*Section 5.02 Transfer Pricing Adjustments* If pursuant to a Final Determination any Transfer Pricing Adjustment is made which results in (i) a Tax for which DuPont is liable hereunder and (ii) a Tax Benefit allowable to a member of the Chemours Group, Chemours shall make payment to DuPont, within thirty (30) days following such Final Determination, in an amount equal to the present value of such Tax Benefit (including any Tax Benefit made allowable as a result of the payment). The amount of a Tax Benefit shall be calculated by: (x) using the highest relevant marginal Tax rates in effect at the time of the Final Determination; (y) assuming the relevant Chemours Group member will be liable for such Taxes at such rate and has no Tax Attributes at the time of the Final Determination; and (z) assuming that any such Tax Benefit is used at the earliest date allowable by applicable law. The present value referred to in the preceding sentence shall be determined using a discount rate equal to the mid-term applicable federal rate in effect at the time of the Final Determination.

**Section 6. Tax-Free Status**.

*Section 6.01 Restrictions on Chemours.*

*(a)* Chemours agrees that it will not take or fail to take, or permit any Chemours Affiliate, as the case may be, to take or fail to take, any action where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in any Representation Letters or Tax Opinions/Rulings. Chemours agrees that it will not take or fail to take, or permit any Chemours Affiliate, as the case may be, to take or fail to take, any action which adversely affects or could reasonably be expected to adversely affect (A) the Tax-Free Status of the Contribution, the Debt-for-Debt Exchange and the Distribution, or (B) the qualification of any Separation Transaction under U.S. federal, state, local or non-U.S. Tax Law as wholly or partially tax-free or tax-deferred (including, but not limited to, those transactions described in any of the Tax Opinions/Rulings received with respect to such Separation Transaction).

*(b)* Chemours agrees that, from the date hereof until the first Business Day after the two-year anniversary of the Distribution Date, it will (i) maintain its status as a company engaged in the Active Trade or Business for purposes of Section 355(b)(2) of the Code, (ii) not engage in any transaction that would result in it ceasing to be a company engaged in the Active Trade or Business for purposes of Section 355(b)(2) of the Code, (iii) cause each Chemours Affiliate whose Active Trade or Business is relied upon in the Tax Opinions/Rulings for purposes of qualifying a transaction as tax-free pursuant to Section 355 of the Code or other Tax Law to maintain its status as a company engaged in such Active Trade or Business for purposes of Section 355(b)(2) of the Code and any such other applicable Tax Law, (iv) not engage in any transaction or permit a Chemours Affiliate to engage in any transaction that would result in a Chemours Affiliate described in clause (iii) hereof ceasing to be a company engaged in the relevant Active Trade or Business for purposes of Section 355(b)(2) or such other applicable Tax Law, taking into account Section 355(b)(3) of the Code for purposes of clauses (i) through (iv) hereof, and (v) not dispose of or permit a Chemours Affiliate to dispose of, directly or indirectly, any interest in a Chemours Affiliate described in clause (iii) hereof or permit any such Chemours Affiliate to make or revoke any election under Treasury Regulation Section 301.7701-3.

*(c)* Chemours agrees that, from the date hereof until the first Business Day after the two-year anniversary of the Distribution Date, it will not and will not permit any Chemours Affiliate described in clause (iii) of Section 6.01(b) to (i) enter into any Proposed Acquisition Transaction or, to the extent Chemours has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur (whether by (a) redeeming rights under a shareholder rights plan, (b) finding a tender offer to be a "permitted offer" under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, (c) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the DGCL or any similar corporate statute, any "fair price" or other provision of Chemours' charter or bylaws, (d) amending its certificate of incorporation to declassify its Board of Directors or approving any such amendment, or otherwise), (ii) merge or consolidate with any other Person or liquidate or partially liquidate, (iii) in a single transaction or series of transactions sell or transfer (other than sales or transfers of inventory in the ordinary course of business) all or substantially all of the assets that were transferred to Chemours pursuant to the Contribution or sell or transfer 25% or more of the gross assets of any Active Trade or Business or 25% or more of the consolidated gross assets of Chemours and its Affiliates (such percentages to be measured based on fair market value as of the initial Distribution Date), (iv) redeem or otherwise repurchase (directly or through a Chemours Affiliate) any Chemours stock, or rights to acquire stock, except to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48), (v) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of Chemours Capital Stock (including, without limitation, through the conversion of one class of Chemours Capital Stock into another class of Chemours Capital Stock) or (vi) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation made in the Representation Letters or the Tax Opinions/Rulings) which in the aggregate (and taking into account any other transactions described in this subparagraph (d)) would be reasonably likely to have the effect of causing or permitting one or more persons (whether or not acting in concert) to acquire directly or indirectly stock representing a Fifty-Percent or Greater Interest in Chemours or otherwise jeopardize the Tax-Free Status, *unless* prior to taking any such action set forth in the foregoing clauses (i) through (vi), (A) Chemours shall have requested that DuPont obtain a Ruling in accordance with Section 6.04(b) and (d) of this Agreement to the effect that such transaction will not affect the Tax-Free Status and DuPont shall have received such a Ruling in form and substance satisfactory to DuPont in its sole and absolute discretion, or (B) Chemours shall provide DuPont with an Unqualified Tax Opinion in form and substance satisfactory to DuPont in its sole and absolute discretion (and in determining whether an opinion is satisfactory, DuPont may consider, among other factors, the appropriateness of any underlying assumptions and management's representations if used as a basis for the opinion and DuPont may determine that no opinion would be acceptable to DuPont) or (C) DuPont shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion. DuPont shall not be required to take any action related to obtaining a Ruling unless and until Chemours has provided to DuPont an opinion reasonably acceptable to DuPont from a nationally recognized Tax Advisor to the effect that the outcome of the ruling process should be favorable.

*(d) Certain Issuances of Chemours Capital Stock*. If Chemours proposes to enter into any Section 6.01(d) Acquisition Transaction or, to the extent Chemours has the right to prohibit any Section 6.01(d) Acquisition Transaction, proposes to permit any Section 6.01(d) Acquisition Transaction to occur, in each case, during the period from the date hereof until the first Business Day after the two-year anniversary of the Distribution Date, Chemours shall provide DuPont, no later than ten Business Days following the signing of any written agreement with respect to the Section 6.01(d) Acquisition Transaction, with a written description of such transaction (including the type and amount of Chemours Capital Stock to be issued in such transaction) and a certificate of the Board of Directors of Chemours to the effect that the Section 6.01(d) Acquisition Transaction is not a Proposed Acquisition Transaction or any other transaction to which the requirements of Section 6.01(c) apply (a "**Board Certificate**").

*(e) Chemours Internal Restructuring*. Chemours shall not engage in, cause or permit any internal restructuring (including by making or revoking any election under Treasury Regulation Section 301.7701-3) involving a member of the Chemours Group or any contribution, sale or other transfer of any of the assets directly or indirectly contributed to Chemours as described in the Separation Agreement, to Chemours or any of its Affiliates, apart from sales in the ordinary course of business (any such action, an "**Internal Restructuring**") during or with respect to any Tax Period (or portion thereof) ending on or prior to the two-year anniversary of the Distribution Date unless Chemours shall first consult with DuPont regarding any such proposed actions reasonably in advance of taking any such proposed actions and consider in good faith any comments from DuPont relating thereto.

*(f) Debt-for-Debt Indebtedness*. Chemours shall not, directly or indirectly, (i) pre-pay, pay down, redeem, retire or otherwise acquire, however effected including pursuant to the terms thereof, any of the Debt-for-Debt Indebtedness prior to their stated maturity (or permit any member of the Chemours Group to take any such action), excluding, for these purposes, the exchange, pursuant to the Registration Rights Agreement, of the Transfer Restricted Securities for Exchange Securities, each as defined in the Registration Rights Agreement, or (ii) take or permit to be taken any action at any time, including, without limitation, any modification to the terms of the Debt-for-Debt Indebtedness that could jeopardize, directly or indirectly, the qualification, in whole or part, of any of the Debt-for-Debt Indebtedness as "securities" within the meaning of Section 361(a) of the Code (or permit any member of the Chemours Group to take or permit to be taken any such action), *unless* prior to taking any such action set forth in the foregoing clauses (i) or (ii), (A) Chemours shall have requested that DuPont obtain a Ruling in accordance with Section 6.04(b) and (d) of this Agreement to the effect that such transaction will not affect the Tax-Free Status and DuPont shall have received such a Ruling in form and substance satisfactory to DuPont in its sole and absolute discretion, (B) Chemours shall provide DuPont with an Unqualified Tax Opinion in form and substance satisfactory to DuPont in its sole and absolute discretion (and in determining whether an opinion is satisfactory, DuPont may consider, among other factors, the appropriateness of any underlying assumptions and management's representations if used as a basis for the opinion and DuPont may determine that no opinion would be acceptable to DuPont), or (C) DuPont shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion. Notwithstanding the foregoing, and subject to and without limiting or modifying Chemours' indemnification obligations under Section 6.04, Chemours or a Chemours Affiliate may take, cause to be taken, or permit to be taken an action described in this Section 6.01(f) if failure to take such action would violate the terms of the Debt-for-Debt Indebtedness or any of the documents entered into in connection therewith (a "**Required Action**"). DuPont shall not be required to take any action related to obtaining a Ruling unless and until Chemours has provided to DuPont an opinion reasonably acceptable to DuPont from a nationally recognized Tax Advisor to the effect that the outcome of the ruling process should be favorable.

*(g) Gain Recognition Agreements*. Chemours shall not (i) take any action (including, but not limited to, the sale or disposition of any stock, securities, or other assets), (ii) permit any member of the Chemours Group to take any such action, (iii) fail to take any action, or (iv) permit any member of the Chemours Group to fail to take any action, in each case that would cause DuPont or any member of the DuPont Group to recognize gain under any Gain Recognition Agreement. In addition, Chemours shall file, and shall cause any member of the Chemours Group to file, any Gain Recognition Agreement reasonably requested by DuPont which Gain Recognition Agreement is determined by DuPont to be necessary so as to (i) allow for or preserve the tax-free or tax-deferred nature, in whole or part, of any Separation Transaction, or (ii) avoid DuPont or any member of the DuPont Group recognizing gain under any Gain Recognition Agreement.

*(h) The Chemours Company (Australia) Pty Limited*. Chemours shall not allow The Chemours Company (Australia) Pty Limited to (i) merge or consolidate with any other Person or liquidate or partially liquidate, (ii) in a single transaction or series of transactions sell or transfer all or substantially all of its assets, or (iii) to cease a substantial portion of its activities (measured as of May 1, 2015) or terminate or otherwise cease to employ a substantial portion of its employees (measured as of May 1, 2015), *unless* Chemours shall first obtain the prior written consent of DuPont.

*(i) The Chemours (Thailand) Company Limited*. Unless otherwise agreed to in writing by DuPont, in connection with the merger of The Chemours Company Global Operations, LLC with and into The Chemours Company North America, Inc., Chemours shall take any and all actions which, in the judgment of DuPont, are necessary or appropriate to assure that The Chemours Company North America, Inc. shall be recognized under the applicable laws and regulations of Thailand as the owner of all interests in The Chemours (Thailand) Company Limited, represented by 3,306,679 shares at a value of 100THB per share, held by The Chemours Company Global Operations, LLC immediately prior to such merger.

*Section 6.02 Restrictions on DuPont*. DuPont agrees that it will not take or fail to take, or permit any DuPont Affiliate, as the case may be, to take or fail to take, any action (i) where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in any Representation Letters or Tax Opinions/Rulings, or (ii) which adversely affects or could reasonably be expected to adversely affect (A) the Tax-Free Status of the Contribution, the Debt-for-Debt Exchange and the Distribution, or (B) the qualification of any Separation Transaction under U.S. federal, state, local or non-U.S. Tax Law as tax free (including, but not limited to, those transactions described in any of the Tax Opinions/Rulings received with respect to such Separation Transaction) from so qualifying; *provided, however*, that this Section 6.02 shall not be construed as obligating DuPont to consummate the Distribution nor shall it be construed as preventing DuPont from terminating the Separation Agreement pursuant to Section 10.1 thereof. For avoid of doubt Chemours sole recourse for violations of this Section 6.02 shall be as set forth in Section 6.04(b).

*Section 6.03 Procedures Regarding Opinions and Rulings.*

*(a)* If Chemours notifies DuPont that it desires to take one of the actions described in clauses (i) through (vi) of Section 6.01(c) or clause (i) or (ii) or Section 6.01(f) (a "**Notified Action**"), DuPont and Chemours shall reasonably cooperate to attempt to obtain the Ruling or Unqualified Tax Opinion referred to in Section 6.01(c) or (f), unless DuPont shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion.

*(b) Rulings or Unqualified Tax Opinions at Chemours' Request*. DuPont agrees that at the reasonable request of Chemours pursuant to Section 6.01(c) or (f), DuPont shall cooperate with Chemours and use reasonable efforts to seek to obtain, as expeditiously as possible, a Ruling from the IRS or an Unqualified Tax Opinion for the purpose of permitting Chemours to take the Notified Action. Further, in no event shall DuPont be required to file any Ruling Request under this Section 6.03(b) unless Chemours represents that (A) it has read the Ruling Request, and (B) all information and representations, if any, relating to any member of the Chemours Group, contained in the Ruling Request documents are (subject to any qualifications therein) true, correct and complete. Chemours shall reimburse DuPont for all reasonable costs and expenses, including expenses relating to the utilization of DuPont personnel, incurred by the DuPont Group in obtaining a Ruling or Unqualified Tax Opinion requested by Chemours within ten Business Days after receiving an invoice from DuPont therefor.

*(c) Rulings or Unqualified Tax Opinions at DuPont's Request*. DuPont shall have the right to obtain a Ruling or an Unqualified Tax Opinion at any time in its sole and absolute discretion. If DuPont determines to obtain a Ruling or an Unqualified Tax Opinion, Chemours shall (and shall cause each Affiliate of Chemours to) cooperate with DuPont and take any and all actions reasonably requested by DuPont in connection with obtaining the Ruling or Unqualified Tax Opinion (including, without limitation, by making any representation or covenant or providing any materials or information requested by the IRS or Tax Advisor; provided that Chemours shall not be required to make (or cause any Affiliate of Chemours to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control). DuPont shall reimburse Chemours for all reasonable costs and expenses, including expenses relating to the utilization of Chemours personnel, incurred by the Chemours Group in connection with such cooperation within ten Business Days after receiving an invoice from Chemours therefor.

*(d)* Chemours hereby agrees that DuPont shall have sole and exclusive control over the process of obtaining any Ruling, and that only DuPont shall apply for a Ruling. In connection with obtaining a Ruling pursuant to Section 6.03(b), (A) DuPont shall keep Chemours informed in a timely manner of all material actions taken or proposed to be taken by DuPont in connection therewith; (B) DuPont shall (1) reasonably in advance of the submission of any Ruling Request documents provide Chemours with a draft copy thereof, (2) reasonably consider Chemours' comments on such draft copy, and (3) provide Chemours with a final copy; and (C) DuPont shall provide Chemours with notice reasonably in advance of, and Chemours shall have the right to attend, any formally scheduled meetings with the IRS (subject to the approval of the IRS) that relate to such Ruling. Neither Chemours nor any Chemours Affiliate directly or indirectly controlled by Chemours shall seek any guidance from the IRS or any other Tax Authority (whether written, verbal or otherwise) at any time concerning the Contribution, the Debt-for-Debt Exchange or the Distribution (including the impact of any transaction on the Contribution, the Debt-for-Debt Exchange or the Distribution).

*Section 6.04 Liability for Tax-Related Losses.*

*(a)* Notwithstanding anything in this Agreement or the Separation Agreement to the contrary (and in each case regardless of whether a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(c) or a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(f) may have been provided, regardless of whether DuPont may have consented to an Internal Restructuring, and regardless of whether an action may be a Required Action), subject to Section 6.04(c), Chemours shall be responsible for, and shall indemnify and hold harmless DuPont and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to or result from any one or more of the following: (A) the acquisition (other than pursuant to the Contribution or the Distribution) of all or a portion of Chemours' stock and/or its or its subsidiaries' assets by any means whatsoever by any Person, (B) any negotiations, understandings, agreements or arrangements by Chemours with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that cause the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire directly or indirectly stock of Chemours representing a Fifty-Percent or Greater Interest therein, (C) any action or failure to act by Chemours after the Distribution (including, without limitation, any amendment to Chemours' certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of Chemours stock (including, without limitation, through the conversion of one class of Chemours Capital Stock into another class of Chemours Capital Stock), (D) any act or failure to act by Chemours or any Chemours Affiliate described in Section 6.01 (regardless whether such act or failure to act may be a Required Action or may be covered by a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(c), a Board Certificate described in Section 6.01(d), a consent described in Section 6.01(e) or Section 6.01(h), or a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(f)) or (E) any breach by Chemours of its agreement and representation set forth in Section 6.01(a).

*(b)* Notwithstanding anything in this Agreement or the Separation Agreement to the contrary, subject to Section 6.04(c), DuPont shall be responsible for, and shall indemnify and hold harmless Chemours and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to, or result from any one or more of the following: (A) the acquisition (other than pursuant to the Contribution or the Distribution) of all or a portion of DuPont's stock and/or its assets by any means whatsoever by any Person, (B) any negotiations, agreements or arrangements by DuPont with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that cause the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire directly or indirectly stock of DuPont representing a Fifty-Percent or Greater Interest therein, (C) any act or failure to act by DuPont or a member of the DuPont Group described in Section 6.02 or any breach by DuPont of its agreement and representation set forth in Section 6.02, limited, in each case, to Tax-Related Losses arising from Taxes of the DuPont Group for which a Chemours Entity is found jointly, severally or secondarily liable pursuant to the provisions of Treasury Regulation Section 1.1502-6 (or similar provisions of state, local or foreign Tax law).

*(c)*

(i) To the extent that any Tax-Related Loss is subject to indemnity under both Sections 6.04(a) and (b), responsibility for such Tax-Related Loss shall be shared by DuPont and Chemours according to relative fault.

(ii) Notwithstanding anything in Section 6.04(b) or (c)(i) or any other provision of this Agreement or the Separation Agreement to the contrary:

(A) with respect to (I) any Tax-Related Loss resulting from Section 355(e) of the Code (other than as a result of an acquisition of a Fifty-Percent or Greater Interest in DuPont) and (II) any other Tax-Related Loss resulting (for the absence of doubt, in whole or in part) from an acquisition after the Distribution of any stock or assets of Chemours (or any Chemours Affiliate) by any means whatsoever by any Person or any action or failure to act by Chemours affecting the voting rights of Chemours stock, Chemours shall be responsible for, and shall indemnify and hold harmless DuPont and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of such Tax-Related Loss; and

(B) for purposes of calculating the amount and timing of any Tax-Related Loss for which Chemours is responsible under this Section 6.04, Tax-Related Losses shall be calculated by assuming that DuPont, the DuPont Affiliated Group and each member of the DuPont Group (I) pay Tax at the highest marginal corporate Tax rates in effect in each relevant taxable year and (II) have no Tax Attributes in any relevant taxable year.

(iii) Notwithstanding anything in Section 6.04(a) or (c)(i) or any other provision of this Agreement or the Separation Agreement to the contrary, with respect to (I) any Tax-Related Loss resulting from Section 355(e) of the Code (other than as a result of an acquisition of a Fifty-Percent or Greater Interest in Chemours) and (II) any other Tax-Related Loss resulting (for the absence of doubt, in whole or in part) from an acquisition after the Distribution of any stock or assets of DuPont (or any DuPont Affiliate) by any means whatsoever by any Person, DuPont shall be responsible for, and shall indemnify and hold harmless Chemours and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of such Tax-Related Loss.

*(d)* Chemours shall pay DuPont the amount of any Tax-Related Losses for which Chemours is responsible under this Section 6.04: (A) in the case of Tax-Related Losses described in clause (i) of the definition of Tax-Related Losses no later than two Business Days prior to the date DuPont files, or causes to be filed, the applicable Tax Return for the year of the Contribution or Distribution, as applicable (the "**Filing Date**") (provided that if such Tax-Related Losses arise pursuant to a Final Determination described in clause (a), (b) or (c) of the definition of "Final Determination", then Chemours shall pay DuPont no later than two Business Days after the date of such Final Determination with interest calculated at the Prime Rate plus two percent, compounded semiannually, from the date that is two Business Days prior to the Filing Date through the date of such Final Determination) and (B) in the case of Tax-Related Losses described in clause (ii) or (iii) of the definition of Tax-Related Losses, no later than two Business Days after the date DuPont pays such Tax-Related Losses. DuPont shall pay Chemours the amount of any Tax-Related Losses (described in clause (ii) or (iii) of the definition of Tax-Related Loss) for which DuPont is responsible under this Section 6.04 no later than two Business Days after the date Chemours pays such Tax-Related Losses.

**Section 7. Assistance and Cooperation**.

*Section 7.01 Assistance and Cooperation.*

*(a)* The Companies shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Companies and their Affiliates including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in their possession relating to the other Company and its Affiliates available to such other Company as provided in Section 8. Each of the Companies shall also make available to the other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Companies or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. In the event that a member of the DuPont Group, on the one hand, or a member of the Chemours Group, on the other hand, suffers a Tax detriment as a result of a Transfer Pricing Adjustment, the Companies shall cooperate pursuant to this Section 7 to seek any competent authority relief that may be available with respect to such Transfer Pricing Adjustment. Chemours shall cooperate with DuPont and take any and all actions reasonably requested by DuPont in connection with obtaining the Tax Opinions/Rulings (including, without limitation, by making any new representation or covenant, confirming any previously made representation or covenant or providing any materials or information requested by any Tax Advisor or Tax Authority; provided that, Chemours shall not be required to make or confirm any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control).

*(b)* Any information or documents provided under this Section 7 shall be kept confidential by the Company receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. Notwithstanding any other provision of this Agreement or any other agreement, (i) neither DuPont nor any DuPont Affiliate shall be required to provide Chemours or any Chemours Affiliate or any other Person access to or copies of any information, documents or procedures (including the proceedings of any Tax Contest) other than information, documents or procedures that relate to Chemours, the business or assets of Chemours or any Chemours Affiliate and (ii) in no event shall DuPont or any DuPont Affiliate be required to provide Chemours, any Chemours Affiliate or any other Person access to or copies of any information or documents if such action could reasonably be expected to result in the waiver of any Privilege. In addition, in the event that DuPont determines that the provision of any information or documents to Chemours or any Chemours Affiliate could be commercially detrimental, violate any law or agreement or waive any Privilege, the parties shall use reasonable best efforts to permit compliance with its obligations under this Section 7 in a manner that avoids any such harm or consequence.

*Section 7.02 Income Tax Return Information*. Chemours and DuPont acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made by DuPont or Chemours pursuant to Section 7.01 or this Section 7.02. Chemours and DuPont acknowledge that failure to conform to the reasonable deadlines set by DuPont or Chemours could cause irreparable harm. Each Company shall provide to the other Company information and documents relating to its Group required by the other Company to prepare Tax Returns, including, but not limited to, any pro forma returns required by the Responsible Company for purposes of preparing such Tax Returns. Any information or documents the Responsible Company requires to prepare such Tax Returns shall be provided in such form as the Responsible Company reasonably requests and at or prior to the time reasonably specified by the Responsible Company so as to enable the Responsible Company to file such Tax Returns on a timely basis.

*Section 7.03 Reliance by DuPont*. If any member of the Chemours Group supplies information to a member of the DuPont Group in connection with a Tax liability and an officer of a member of the DuPont Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the DuPont Group identifying the information being so relied upon, the chief financial officer of Chemours (or any officer of Chemours as designated by the chief financial officer of Chemours) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

*Section 7.04 Reliance by Chemours*. If any member of the DuPont Group supplies information to a member of the Chemours Group in connection with a Tax liability and an officer of a member of the Chemours Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Chemours Group identifying the information being so relied upon, the chief financial officer of DuPont (or any officer of DuPont as designated by the chief financial officer of DuPont) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

**Section 8. Tax Records**.

*Section 8.01 Retention of Tax Records*. Each Company shall preserve and keep all Tax Records exclusively relating to the assets and activities of its Group for Pre-Distribution Periods, and DuPont shall preserve and keep all other Tax Records relating to Taxes of the Groups for Pre-Distribution Tax Periods, for so long as the contents thereof may become material in the administration of any matter under the Code or other applicable Tax Law, but in any event until the later of (i) the expiration of any applicable statutes of limitations, or (ii) seven years after the Distribution Date (such later date, the "**Retention Date**"). After the Retention Date, each Company may dispose of such Tax Records upon 60 Business Days' prior written notice to the other Company. If, prior to the Retention Date, (a) a Company reasonably determines that any Tax Records which it would otherwise be required to preserve and keep under this Section 8 are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Company agrees, then such first Company may dispose of such Tax Records upon 60 Business Days' prior notice to the other Company. Any notice of an intent to dispose given pursuant to this Section 8.01 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Company shall have the opportunity, at its cost and expense, to copy or remove, within such 60 Business Day period, all or any part of such Tax Records. If, at any time prior to the Retention Date, Chemours determines to decomission or otherwise discontinue any computer program or information technology system used to access or store any Tax Records, then Chemours may decomission or discontinue such program or system upon 90 days' prior notice to DuPont and DuPont shall have the opportunity, at its cost and expense, to copy, within such 60 Business Day period, all or any part of the underlying data relating to the Tax Records accessed by or stored on such program or system.

*Section 8.02 Access to Tax Records*. The Companies and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records (and, for the avoidance of doubt, any pertinent underlying data accessed or stored on any computer program or information technology system) in their possession and shall permit the other Company and its Affiliates, authorized agents and representatives and any representative of a Taxing Authority or other Tax auditor direct access, at the cost and expense of such other Company, during normal business hours upon reasonable notice to any computer program or information technology system used to access or store any Tax Records, in each case to the extent reasonably required by the other Company in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items under this Agreement.

*Section 8.03 Preservation of Privilege*. No member of the Chemours Group shall provide access to, copies of, or otherwise disclose to any Person any documentation relating to Taxes existing prior to the Distribution Date to which Privilege may reasonably be asserted without the prior written consent of DuPont, such consent not to be unreasonably withheld.

**Section 9. Tax Contests**.

*Section 9.01 Notice*. Each of the Companies shall provide prompt notice to the other Company of any written communication from a Tax Authority regarding any pending Tax audit, assessment or proceeding or other Tax Contest of which it becomes aware related to Taxes for Tax Periods for which it is indemnified by the other Company hereunder or for which it may be required to indemnify the other Company hereunder. Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters. If an indemnified party has knowledge of an asserted Tax liability with respect to a matter for which it is to be indemnified hereunder and such party fails to give the indemnifying party prompt notice of such asserted Tax liability and the indemnifying party is entitled under this Agreement to contest the asserted Tax liability, then (i) if the indemnifying party is precluded from contesting the asserted Tax liability in any forum as a result of the failure to give prompt notice, the indemnifying party shall have no obligation to indemnify the indemnified party for any Taxes arising out of such asserted Tax liability, and (ii) if the indemnifying party is not precluded from contesting the asserted Tax liability in any forum, but such failure to give prompt notice results in a material monetary detriment to the indemnifying party, then any amount which the indemnifying party is otherwise required to pay the indemnified party pursuant to this Agreement shall be reduced by the amount of such detriment.

*Section 9.02 Control of Tax Contests*.

*(a) Separate Returns*. In the case of any Tax Contest with respect to any Separate Return, the Company having liability for the Tax pursuant to Section 2 hereof shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Sections 9.02(c) and (d) below.

*(b) Joint Return*. In the case of any Tax Contest with respect to any Joint Return, DuPont shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Sections 9.02(c) and (d) below.

*(c) Settlement Rights*. The Controlling Party shall have the sole right to contest, litigate, compromise and settle any Tax Contest without obtaining the prior consent of the Non-Controlling Party. Unless waived by the parties in writing, in connection with any potential adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement: (i) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest; (ii) the Controlling Party shall timely provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Tax Authority; (iii) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Tax Authority or judicial authority in connection with such potential adjustment in such Tax Contest; (iv) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such potential adjustment in such Tax Contest; and (v) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party. In the case of any Tax Contest described in Section 9.02(a) or (b), "**Controlling Party**" means the Company entitled to control the Tax Contest under such Section and "**Non-Controlling Party**" means the other Company.

*(d) Tax Contest Participation*. Unless waived by the parties in writing, the Controlling Party shall provide the Non-Controlling Party with written notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend, any formally scheduled meetings with Tax Authorities or hearings or proceedings before any judicial authorities in connection with any potential adjustment in a Tax Contest pursuant to which the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement. The failure of the Controlling Party to provide any notice specified in this Section 9.02(d) to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

*(e) Power of Attorney*. Each member of the Chemours Group shall execute and deliver to DuPont (or such member of the DuPont Group as DuPont shall designate) any power of attorney or other similar document reasonably requested by DuPont (or such designee) in connection with any Tax Contest (as to which DuPont is the Controlling Party) described in this Section 9. Each member of the DuPont Group shall execute and deliver to Chemours (or such member of the Chemours Group as Chemours shall designate) any power of attorney or other similar document requested by Chemours (or such designee) in connection with any Tax Contest (as to which Chemours is the Controlling Party) described in this Section 9.

**Section 10. Effective Date**. This Agreement shall be effective as of the date hereof.

**Section 11. Survival of Obligations**. The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

**Section 12. Treatment of Payments**.

*Section 12.01 Treatment of Tax Indemnity Payments*. In the absence of any change in Tax treatment under the Code or except as otherwise required by other applicable Tax Law, any Tax indemnity payments made by a Company under this Agreement shall be reported for Tax purposes by the payor and the recipient as distributions or capital contributions, as appropriate, occurring immediately before the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the regulations thereunder or Treasury Regulation Section 1.1502-33(d) (or under corresponding principles of other applicable Tax Laws)) or as payments of an assumed or retained liability. Except to the extent provided in Section 12.02, any Tax indemnity payment made by a Company under this Agreement shall be increased as necessary so that after making all payments in respect to Taxes imposed on or attributable to such indemnity payment, the recipient Company receives an amount equal to the sum it would have received had no such Taxes been imposed.

*Section 12.02 Interest Under This Agreement*. Anything herein to the contrary notwithstanding, to the extent one Company ("**Indemnitor**") makes a payment of interest to another Company ("**Indemnitee**") under this Agreement with respect to the period from the date that the Indemnitee made a payment of Tax to a Tax Authority to the date that the Indemnitor reimbursed the Indemnitee for such Tax payment, the interest payment shall be treated as interest expense to the Indemnitor (deductible to the extent provided by law) and as interest income by the Indemnitee (includible in income to the extent provided by law). The amount of the payment shall not be adjusted to take into account any associated Tax Benefit to the Indemnitor or increase in Tax to the Indemnitee.

**Section 13. Disagreements**.

*Section 13.01 Discussion*. The Companies mutually desire that friendly collaboration will continue between them. Accordingly, they will try, and they will cause their respective Group members to try, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "**Dispute**") between any member of the DuPont Group and any member of the Chemours Group as to the interpretation of any provision of this Agreement or the performance of obligations hereunder, the Tax departments of the Companies shall negotiate in good faith to resolve the Dispute.

*Section 13.02 Escalation*. If such good faith negotiations do not resolve the Dispute, then the matter, upon written request of either Company, will be referred for resolution to representatives of the parties at a senior level of management of the parties pursuant to the procedures set forth in Section 8.1 of the Separation Agreement.

*Section 13.03 Referral to Tax Advisor*. If the parties are not able to resolve the Dispute through the escalation process referred to above, then the matter will be referred to a Tax Advisor acceptable to each of the Companies to act as an arbitrator in order to resolve the Dispute. In the event that the Companies are unable to agree upon a Tax Advisor within 15 Business Days following the completion of the escalation process, the Companies shall each separately retain an independent, nationally recognized law or accounting firm (each, a "**Preliminary Tax Advisor**"), which Preliminary Tax Advisors shall jointly select a Tax Advisor on behalf of the Companies to act as an arbitrator in order to resolve the Dispute. The Tax Advisor may, in its discretion, obtain the services of any third-party appraiser, accounting firm or consultant that the Tax Advisor deems necessary to assist it in resolving such disagreement. The Tax Advisor shall furnish written notice to the Companies of its resolution of any such Dispute as soon as practical, but in any event no later than 30 Business Days after its acceptance of the matter for resolution. Any such resolution by the Tax Advisor will be conclusive and binding on the Companies. Following receipt of the Tax Advisor's written notice to the Companies of its resolution of the Dispute, the Companies shall each take or cause to be taken any action necessary to implement such resolution of the Tax Advisor. Each Company shall pay its own fees and expenses (including the fees and expenses of its representatives) incurred in connection with the referral of the matter to the Tax Advisor (and the Preliminary Tax Advisors, if any). All fees and expenses of the Tax Advisor (and the Preliminary Tax Advisors, if any) in connection with such referral shall be shared equally by the Companies.

*Section 13.04 Injunctive Relief*. Nothing in this Section 13 will prevent either Company from seeking injunctive relief if any delay resulting from the efforts to resolve the Dispute through the process set forth above could result in serious and irreparable injury to either Company. Notwithstanding anything to the contrary in this Agreement, DuPont and Chemours are the only members of their respective Group entitled to commence a dispute resolution procedure under this Agreement, and each of DuPont and Chemours will cause its respective Group members not to commence any dispute resolution procedure other than through such party as provided in this Section 13.

**Section 14. Late Payments**. Any amount owed by one party to another party under this Agreement which is not paid when due shall bear interest at the Prime Rate plus two percent, compounded semiannually, from the due date of the payment to the date paid. To the extent interest required to be paid under this Section 14 duplicates interest required to be paid under any other provision of this Agreement, interest shall be computed at the higher of the interest rate provided under this Section 14 or the interest rate provided under such other provision.

**Section 15. Expenses**. Except as otherwise provided in this Agreement, each party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

**Section 16. General Provisions**.

*Section 16.01 Addresses and Notices*. Each party giving any notice required or permitted under this Agreement will give the notice in writing and use one of the following methods of delivery to the party to be notified, at the address set forth below or another address of which the sending party has been notified in accordance with this Section 16.01: (a) personal delivery; (b) facsimile or telecopy transmission with a reasonable method of confirming transmission; (c) commercial overnight courier with a reasonable method of confirming delivery; or (d) pre-paid, United States of America certified or registered mail, return receipt requested. Notice to a party is effective for purposes of this Agreement only if given as provided in this Section 16.01 and shall be deemed given on the date that the intended addressee actually receives the notice.

If to DuPont:

E. I. du Pont de Nemours and Company,
Chestnut Run Plaza, 974 Centre Road,
P. O. Box 2915
Wilmington, Delaware 19805
Attn: General Counsel
Facsimile: 302-999-5094

If to Chemours:

The Chemours Company
1007 Market Street
Wilmington, Delaware 19899
Attn: General Counsel
Facsimile: 302-773-0251

A party may change the address for receiving notices under this Agreement by providing written notice of the change of address to the other parties.

*Section 16.02 Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

*Section 16.03 Waiver*. The parties may waive a provision of this Agreement only by a writing signed by the party intended to be bound by the waiver. A party is not prevented from enforcing any right, remedy or condition in the party's favor because of any failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the party specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a party's rights and remedies in this Agreement is not intended to be exclusive, and a party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

*Section 16.04 Severability*. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

*Section 16.05 Authority*. Each of the parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

*Section 16.06 Further Action*. The parties shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other parties and their Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other parties in accordance with Section 9.

*Section 16.07 Integration*. This Agreement contains the entire agreement between the Companies with respect to the subject matter hereof and supersedes all other agreements, whether or not written, in respect of any Tax between or among any member or members of the DuPont Group, on the one hand, and any member or members of the Chemours Group, on the other hand. All such other agreements shall be of no further effect between the Companies and any rights or obligations existing thereunder shall be fully and finally settled, calculated as of the date hereof. In the event of any inconsistency between this Agreement and the Separation Agreement or any of the Conveyancing and Assumption Instruments (as defined in the Separation Agreement), or any other agreements relating to the transactions contemplated by the Separation Agreement, with respect to the subject matter hereof, the provisions of this Agreement shall control.

*Section 16.08 Construction*. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any party. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. Unless otherwise indicated, all "Section" references in this Agreement are to sections of this Agreement. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The words "written request" when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein.

*Section 16.09 No Double Recovery*. No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged party has been fully compensated under any other provision of this Agreement or under any other agreement or action at law or equity. Unless expressly required in this Agreement, a party shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

*Section 16.10 Counterparts*. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. The signatures of the parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

*Section 16.11 Governing Law*. This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

*Section 16.12 Jurisdiction*. *If any dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the parties irrevocably (and the parties will cause each other member of their respective Group to irrevocably) (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Delaware, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient, and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.*

*Section 16.13 Amendment*. The parties may amend this Agreement only by a written agreement signed by each party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

*Section 16.14 Chemours Subsidiaries*. If, at any time, Chemours acquires or creates one or more subsidiaries that are includable in the Chemours Group, they shall be subject to this Agreement and all references to the Chemours Group herein shall thereafter include a reference to such subsidiaries.

*Section 16.15 Successors*. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to any of the parties hereto (including but not limited to any successor of DuPont or Chemours succeeding to the Tax attributes of either under Section 381 of the Code), to the same extent as if such successor had been an original party to this Agreement.

*Section 16.16 Injunctions*. The parties acknowledge that irreparable damage would occur in the event that any of the provisions of this Agreement, including Section 6.01, were not performed in accordance with its specific terms or were otherwise breached. The parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement, including Section 6.01, and to enforce specifically the terms and provisions hereof in any court having jurisdiction, such remedy being in addition to any other remedy to which they may be entitled at law or in equity.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by a duly authorized officer on the date first set forth above.

E.I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation

By: /s/ Nicholas C. Fanandakis
Name: Nicholas C. Fanandakis
Title: Executive Vice President and Chief Financial Officer

THE CHEMOURS COMPANY, a Delaware corporation

By: /s/ Nigel Pond
Name: Nigel Pond
Title: Vice President

**Exhibit 10.3**

**EXECUTION VERSION**

# EMPLOYEE MATTERS AGREEMENT

by and between

E. I. DU PONT DE NEMOURS AND COMPANY

and

THE CHEMOURS COMPANY

Dated as of June 26, 2015

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**EMPLOYEE MATTERS AGREEMENT**

This EMPLOYEE MATTERS AGREEMENT (this "Agreement"), dated as of June 26, 2015, is entered into by and between E. I. du Pont de Nemours and Company ("DuPont"), a Delaware corporation, and The Chemours Company ("Chemours"), a Delaware corporation and a wholly owned subsidiary of DuPont. "Party" or "Parties" means DuPont or Chemours, individually or collectively, as the case may be.

W I T N E S S E T H:

WHEREAS, DuPont, acting through its direct and indirect Subsidiaries, currently conducts the DuPont Retained Business and the Chemours Business;

WHEREAS, the Board of Directors of DuPont has determined that it is appropriate, desirable and in the best interests of DuPont and its stockholders to separate DuPont into two separate, publicly traded companies, one for each of (i) the DuPont Retained Business, which shall be owned and conducted, directly or indirectly, by DuPont and its Subsidiaries and (ii) the Chemours Business, which shall be owned and conducted, directly or indirectly, by Chemours and its Subsidiaries;

WHEREAS, the Parties have entered into a Separation Agreement dated as of June 26, 2015 (the "Separation Agreement"), to set forth in part how such separation shall be effected; and

WHEREAS, the Separation Agreement provides that the Parties will enter into this Employee Matters Agreement to allocate certain Assets and Liabilities, and to memorialize certain other agreements, in connection with such separation.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. Capitalized terms used, but not defined herein shall have the meanings assigned to such terms in the Separation Agreement and the following terms shall have the following meanings:

"Agreement" shall have the meaning set forth in the Preamble.

"Benefit Plan" shall mean, with respect to an entity, each plan, program, arrangement, agreement or commitment that is an employment, consulting, non-competition or deferred compensation agreement, or an executive compensation, incentive bonus or other bonus, employee pension, profit-sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation rights, restricted stock, other equity-based compensation, severance pay, salary continuation, life, health, hospitalization, sick leave, vacation pay, disability or accident insurance plan, corporate-owned or key-man life insurance or other employee benefit plan, program, arrangement, agreement or commitment, including any "employee benefit plan" (as defined in Section 3(3) of ERISA), sponsored or maintained by such entity (or to which such entity contributes or is required to contribute).

"Bonus Programs" shall have the meaning set forth in Section 3.6.

"Chemours" shall have the meaning set forth in the Preamble.

"Chemours 401(k) Plan" shall have the meaning set forth in Section 3.1.

"Chemours Benefit Plan" shall mean any Benefit Plan sponsored, maintained or contributed to by any member of the Chemours Group or any ERISA Affiliate thereof at the Effective Time.

"Chemours Director Deferred RSU" shall have the meaning set forth in Section 5.4.

"Chemours Employee" shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) who, as of the Effective Time, is employed by any member of the Chemours Group, in any case exclusive of Sentinel Employees.

"Chemours FSA Plan" shall have the meaning set forth in Section 3.7.

"Chemours Option" shall have the meaning set forth in Section 5.1(a).

"Chemours Performance Share Replacement Unit" shall have the meaning set forth in Section 5.3(a).

"Chemours Restricted Stock Unit" shall have the meaning set forth in Section 5.2(a).

"Chemours Stock Appreciation Right" shall have the meaning set forth in Section 5.1(a).

"Chemours Stock Plan" shall have the meaning set forth in Section 2.7.

"Chemours Welfare Plans" shall mean those welfare benefit plans (including each "welfare benefit plan" within the meaning of Section 3(1) of ERISA) established or maintained by any member of the Chemours Group on or after the Distribution Date.

"Closing DuPont Stock Price" shall mean the closing trading price of DuPont Common Stock on a "regular way" basis on the trading day most recently preceding the Distribution Date.

"DuPont" shall have the meaning set forth in the Preamble.

"DuPont 401(k) Plan" shall mean the Retirement Savings Plan of DuPont.

"DuPont Benefit Plan" shall mean any Benefit Plan sponsored, maintained or contributed to by any member of the DuPont Group or any ERISA Affiliate thereof at the Effective Time.

"DuPont Employee" shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) who, as of the Effective Time, is employed by any member of the DuPont Group, in any case exclusive of Sentinel Employees.

"DuPont FSA Plan" shall have the meaning set forth in Section 3.7.

"DuPont Option" shall mean an option to purchase shares of DuPont Common Stock granted pursuant to one of the DuPont Stock Plans.

"DuPont Performance Share Unit" shall mean a unit granted by DuPont pursuant to one of the DuPont Stock Plans representing a general unsecured promise by DuPont or one of its Affiliates to deliver a share of DuPont Common Stock and dividend equivalents, if applicable (or the cash equivalent of either), upon the satisfaction of a performance based vesting requirement.

"DuPont Restricted Stock Unit" shall mean a unit pursuant to one of the DuPont Stock Plans representing a general unsecured promise by DuPont or one of its Affiliates to deliver a share of DuPont Common Stock and dividend equivalents, if applicable (or the cash equivalent of either), upon the satisfaction of a vesting requirement (other than performance based vesting requirements).

"DuPont Stock Appreciation Right" shall mean a stock appreciation right granted pursuant to one of the DuPont Stock Plans.

"DuPont Stock Plans" shall mean, collectively, the DuPont Equity and Incentive Plan and any other stock option or stock incentive compensation plan or arrangement maintained before the Distribution Date for employees, officers, non-employee directors or other independent contractors of DuPont or its Affiliates (exclusive of the Chemours Stock Plan, the DuPont Stock Accumulation and Deferred Compensation Plan for Directors and the DuPont Management Deferred Compensation Plan).

"DuPont Welfare Plans" shall mean those welfare benefit plans (including each "welfare benefit plan" within the meaning of Section 3(1) of ERISA) maintained by any member of the DuPont Group in respect of Chemours Employees at the Effective Time.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" shall mean with respect to any Person, each business or entity which is a member of a "controlled group of corporations," under "common control" or a member of an "affiliated service group" with such Person within the meaning of Sections 414(b), (c) or (m) of the Code, or required to be aggregated with such Person under Section 414(o) of the Code, or under "common control" with such Person within the meaning of Section 4001(a)(14) of ERISA.

"Former Employee" shall mean any individual, exclusive of any Former Sentinel Employee, who was employed before the Distribution Date by a member of the DuPont Group or Chemours Group but who, as of the Distribution Date, is not employed by a member of the DuPont Group or Chemours Group.

"Former Sentinel Employee" shall mean any individual who, as of the Distribution Date, is not employed by DuPont or its Affiliates and whose last employment by DuPont or its Affiliates was with Sentinel or its Subsidiaries.

"Liabilities" shall have the meaning set forth in the Separation Agreement, modified so as to disregard for these purposes the last sentence thereof and to expressly include Taxes as Liabilities.

"Opening Chemours Stock Price" shall mean the opening trading price of Chemours Common Stock on a "regular way" basis on the Distribution Date.

"Parties" shall have the meaning set forth in the Preamble.

"Performance Period" shall have the meaning set forth in Section 3.6.

"Prior Period Bonuses" shall have the meaning set forth in Section 3.6.

"Sentinel" shall mean Sentinel Transportation, LLC, a Delaware limited liability company.

"Sentinel Employee" shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) who, as of the Effective Time, is employed by Sentinel or any of its Subsidiaries.

"Separation Agreement" shall have the meaning set forth in the Recitals.

"Transferred Account Balance" shall have the meaning set forth in Section 3.7.

1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The words "written request" when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein.

ARTICLE II

GENERAL PRINCIPLES

Section 2.1 Nature of Liabilities. All Liabilities assumed or retained by the DuPont Group under this Agreement shall be DuPont Retained Liabilities for purposes of the Separation Agreement. All Liabilities assumed or retained by the Chemours Group under this Agreement shall be Chemours Liabilities for purposes of the Separation Agreement.

Section 2.2 Employee Transfers Generally. Subject to the requirements of applicable Law, through and until immediately before the Effective Time DuPont may cause the employment of any employee of the DuPont Group to be transferred to the Chemours Group and may cause the employment of any employee of the Chemours Group to be transferred to the DuPont Group.

Section 2.3 Assumption and Retention of Liabilities Generally.

(a) As of the Effective Time, except as otherwise expressly provided for in this Agreement, DuPont shall, or shall cause one or more members of the DuPont Group to, assume or retain and DuPont hereby agrees to (or to cause a member of the DuPont Group to) pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all DuPont Benefit Plans, (ii) all Liabilities (excluding Liabilities incurred under a DuPont Benefit Plan) with respect to the employment, service, termination of employment or termination of service of all DuPont Employees and Former Employees to the extent arising in connection with or as a result of employment with or the performance of services for any member of the DuPont Group or Chemours Group before, on or after the Distribution Date and (iii) any other Liabilities or obligations expressly assigned to a member of the DuPont Group under this Agreement.

(b) As of the Effective Time, except as otherwise expressly provided for in this Agreement, Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, and Chemours hereby agrees to (or to cause a member of the Chemours Group to) pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all Chemours Benefit Plans, (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of all Chemours Employees to the extent arising in connection with or as a result of employment with or the performance of services for any member of the DuPont Group or Chemours Group before, on or after the Distribution Date and (iii) any other Liabilities or obligations expressly assigned to a member of the Chemours Group under this Agreement.

(c) From time to time after the Distribution Date, Chemours shall promptly reimburse DuPont, upon DuPont's reasonable request and the presentation by DuPont of such substantiating documentation as Chemours shall reasonably request, for the cost of any obligations or Liabilities satisfied or assumed by DuPont or its Affiliates that are, or that have been made pursuant to this Agreement, the responsibility of Chemours or any of its Affiliates.

(d) From time to time after the Distribution Date, DuPont shall promptly reimburse Chemours, upon Chemours' reasonable request and the presentation by Chemours of such substantiating documentation as DuPont shall reasonably request, for the cost of any obligations or Liabilities satisfied or assumed by Chemours or its Affiliates that are, or that have been made pursuant to this Agreement, the responsibility of DuPont or its Affiliates.

Section 2.4 Chemours Participation in DuPont Benefit Plans.

(a) During the period preceding the Distribution Date, the Chemours Group shall be eligible to participate with respect to its employees in the Benefit Plans maintained by the DuPont Group on such basis a shall be determined by DuPont from time to time. Without limiting Section 2.3(b)(ii), Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, and Chemours hereby agrees to (or to cause a member of the Chemours Group to) pay, perform, fulfill and discharge, in due course in full all Liabilities attributable to Chemours Employees in respect of such participation in accordance with DuPont's historical cost allocation practices.

(b) Except as otherwise expressly provided in this Agreement, effective as of the Distribution Date: (i) each member of the Chemours Group shall cease to be a participating company in any DuPont Benefit Plan; and (ii) except as required by applicable Law, each Chemours Employee shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any rights under any DuPont Benefit Plan.

Section 2.5 Comparable Compensation and Benefits. Effective as of the Distribution Date, Chemours (acting directly or through its Affiliates) shall provide each Chemours Employee with compensation (including base pay and incentive compensation opportunities) no less favorable and with employee benefits (exclusive of post-retirement welfare benefits and, in the United States, Canada, United Kingdom, Switzerland, Brazil, Hong Kong and Australia, defined benefit pension benefits) comparable in the aggregate to, respectively, the compensation and employee benefits to which the Chemours Employees was entitled immediately prior to the Distribution Date. Without limiting the foregoing sentence, the severance and paid time off provided each Chemours Employee as of the Distribution Date shall be no less favorable than, respectively, the severance and paid time off benefits to which the Chemours Employees was entitled immediately prior to the Distribution Date.

Section 2.6 Service Recognition.

(a) For purposes of eligibility, vesting, determination of level of benefits, and, to the extent applicable, benefit accruals under any employee compensation or benefit plan that a member of the Chemours Group shall establish or maintain on or after the Distribution Date (exclusive of any successor to DuPont's Service Emblem Plan), Chemours shall cause each Chemours Employee to receive full credit for the Chemours Employee's service with any member of the DuPont Group before the Distribution Date to the same extent such service was recognized by an analogous DuPont Benefit Plan immediately before the Distribution Date; provided, that such service shall not be recognized to the extent that such recognition would result in the duplication of benefits.

(b) Except to the extent prohibited by applicable Law or not practicable using commercial best efforts: (i) Chemours shall waive or cause to be waived all limitations as to preexisting conditions or waiting periods with respect to participation and coverage requirements applicable to each Chemours Employee under any employee benefit plans, programs and policies of any member of the Chemours Group in which Chemours Employees participate (or are eligible to participate) that are "welfare benefit plans" (as defined in Section 3(1) of ERISA) to the same extent that such conditions and waiting periods were satisfied or waived under an analogous DuPont Benefit Plan immediately before the Distribution Date, and (ii) Chemours shall provide or cause each Chemours Employee to be provided with credit for any co-payments and deductibles paid during the plan year in which the Distribution Date occurs in satisfying any applicable co-payments, deductibles or other out-of-pocket requirements under any such welfare benefit plans for such plan year.

Section 2.7 Chemours Stock Plan. Effective as of the Distribution Date, Chemours shall have adopted the Chemours Equity and Incentive Plan (the "Chemours Stock Plan"), which shall permit the issuance of equity incentive awards denominated in Chemours Common Stock as described in Article V. The Chemours Stock Plan shall be approved before the Effective Time by DuPont as Chemours' sole stockholder.

Section 2.8 Time-Off Benefits. Chemours shall credit each Chemours Employee with the amount of accrued but unused vacation time and other time-off benefits as such Chemours Employee had with the DuPont Group as of immediately before the Distribution Date (except to the extent that a benefit attributable to such accrual is provided by the DuPont Group).

Section 2.9 Sentinel Transportation, LLC. As of the Effective Time, Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, and Chemours hereby agrees to (or to cause a member of the Chemours Group to) pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all Benefit Plans ever sponsored by Sentinel or any of its Subsidiaries and (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of all Sentinel Employees and Former Sentinel Employees as such whether arising before, on or after the Distribution Date.

Section 2.10 Special Workers' Compensation Considerations. Without limiting Section 2.3(b), Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, on and after the Distribution Date, all Liabilities in the nature of or similar to workers' compensation obligations in respect of (a) Chemours Employees, (b) individuals who terminated employment with the DuPont Group and Chemours Group before the Distribution Date and whose employment at the time of termination was primarily in respect of the Chemours Business, (c) current or former independent contractors of the DuPont Group or Chemours Group whose services are or were primarily in respect of the Chemours Business, and (d) to the extent relating to claims to the extent relating to claims set forth on Schedule 1.1(34)(ix) of the Separation Agreement, DuPont Employees and Former Employees; provided, that Liabilities attributable to litigation involving matters that could have been the subject of workers' compensation or similar proceedings shall not be subject to this Agreement and shall instead be allocated in accordance with the provisions of the Separation Agreement; and provided further that, notwithstanding anything in the preceding provisions of this Section 2.10 to the contrary, Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, on and after the Distribution Date, all Liabilities with respect to claims by current or former employees or independent contractors of the DuPont Group or Chemours Group arising out of actual or potential cancer of the bladder, regardless whether such claims are in the nature of or similar to workers' compensation obligations or otherwise, exclusive of such claims associated with exposure to known or suspected human bladder carcinogens in individuals who are or were employed in the dyes production operation at the DuPont Chambers Works Plant in Deepwater, New Jersey, or in individuals who are or were employed at the DuPont Pontchartrain facilities in Louisiana, Sabine River works in Texas, or Experimental Station research and development facility in Wilmington, Delaware, which DuPont shall, or shall cause one or more members of the DuPont Group to, assume or retain, as applicable.

Section 2.11 Special CTP Considerations. Without limiting Section 2.3(b), Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, all Liabilities under the DuPont Career Transition Program in respect of individuals who terminated employment with the DuPont Group and Chemours Group before the Distribution Date and whose employment at the time of termination was primarily in respect of the Chemours Business. Without limiting Section 2.3(c), to the extent that such Liabilities are satisfied by a member of the DuPont Group on or after the Distribution Date, Chemours shall from time to time reimburse DuPont therefor in accordance with the provisions of Section 10.11 of the Separation Agreement.

## ARTICLE III

## CERTAIN U.S. BENEFIT PLAN PROVISIONS

Section 3.1 U.S. Savings Plan. Effective as of the Distribution Date, DuPont shall retain and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under the DuPont 401(k) Plan. As soon as practicable after the Distribution Date, the DuPont 401(k) Plan shall, to the extent permitted by Section 401(k)(2)(B)(i)(I) of the Code, make cash distributions (but including promissory notes representing participant loans) available to Chemours Employees who participate in the DuPont 401(k) Plan. Chemours shall (or shall cause a member of the Chemours Group to) establish or maintain a defined contribution plan and trust intended to qualify under Section 401(a) and Section 501(a) of the Code (the "Chemours 401(k) Plan") that shall accept a contribution in cash or, to the extent of any promissory notes representing participant loans, in kind, attributable to any eligible rollover distribution (within the meaning of Section 401(a)(31) of the Code) of the benefit of a Chemours Employee under the DuPont 401(k) Plan; provided, that the obligation to accept such a rollover in kind shall expire twelve (12) months after the Distribution Date. The Parties agree to cooperate so as not to place any loan with respect to a Chemours Employee's account under the DuPont 401(k) Plan into default during the period from the Distribution Date until the rollover is completed; provided, that such employee continues making loan repayments on a timely basis during such period in accordance with the DuPont 401(k) Plan's procedures.

Section 3.2 U.S Nonqualified Plans.

(a) Effective as of the Distribution Date, DuPont shall (or shall cause a member of the DuPont Group to) retain and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under the DuPont Retirement Restoration Plan, Retirement Savings Restoration Plan and Management Deferred Compensation Plan.

(b) Effective as of the Distribution Date, DuPont shall (or shall cause a member of the DuPont Group to) assign to Chemours, and Chemours shall (or shall cause a member of the Chemours Group to) assume and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under the DuPont Pension Restoration Plan.

Section 3.3 U.S. Pension Plans. DuPont shall (or shall cause a member of the DuPont Group to) retain and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under all United States defined benefit pension plans that are maintained by DuPont or any of its Affiliates and that are intended to be "qualified" within the meaning of Section 401(a) of the Code, and accordingly there shall be no transfer of assets or liabilities among DuPont, Chemours or any of their Affiliates or their respective plans in respect of such defined benefit pension plans.

Section 3.4 U.S. OPEB/COBRA. DuPont shall (or shall cause a member of the DuPont Group to) retain and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under each post-retirement welfare benefit plan maintained by any member of the DuPont Group primarily for the benefit of employees in the United States. Any such benefit plan shall be a secondary payer in regard to any Benefit Plan maintained by the Chemours Group for active employees.

Section 3.5 U.S. Active Employee Welfare Benefits.

(a) Insured Benefits. With respect to employee welfare and fringe benefits that are provided through the purchase of insurance, DuPont shall cause the DuPont Welfare Plans to fully perform, pay and discharge all claims of Chemours Employees that are incurred prior to the Distribution Date (subject to the second sentence of Section 2.4(a)) and Chemours shall cause the Chemours Welfare Plans to fully perform, pay and discharge all claims of Chemours Employees that are incurred on or after the Distribution Date.

(b) Self-Insured Benefits. With respect to employee welfare and fringe benefits that are provided on a self-insured basis, (A) subject to the second sentence of Section 2.4(a), DuPont (acting directly or through its Affiliates) shall fully perform, pay and discharge, under the DuPont Welfare Plans, all claims of Chemours Employees that are incurred but not paid prior to the Distribution Date, and (B) Chemours (acting directly or through its Affiliates) shall fully perform, pay and discharge, under the Chemours Welfare Plans, from and after the Distribution Date, all claims of Chemours Employees that are incurred on or after the Distribution Date. For purposes of this Section 3.5(b), a claim is deemed to be incurred (i) with respect to medical, dental, vision and/or prescription drug benefits, upon the rendering of health services giving rise to such claim; (ii) with respect to life insurance, accidental death and dismemberment and business travel accident insurance, upon the occurrence of the event giving rise to such claim; (iii) with respect to disability benefits, upon the date of an individual's disability, as determined by the disability benefit insurance carrier or claim administrator, giving rise to such claim; and (iv) with respect to a period of continuous hospitalization, upon the date of admission to the hospital.

Section 3.6 Annual Incentive Awards. Subject to the second sentence of Section 2.4(a), no member of the Chemours Group shall assume or be responsible for any Liabilities in relation to any non-equity incentive compensation programs maintained in respect of Chemours Employees ("Bonus Programs") to the extent such Liabilities relate to any annual, quarterly or other temporal period (any such period, a "Performance Period") that has ended prior to the year in which the Distribution Date occurs (a "Prior Period Bonuses") and, to the extent not yet paid prior to the date hereof, DuPont or another member of the DuPont Group shall be solely responsible for and shall pay all Liabilities in relation to Prior Period Bonuses as such Liabilities fall due and as determined in a manner consistent with historical practice. With respect to any Performance Period that has not yet ended on, or begins on or after, the first day of the calendar year in which the Distribution Date occurs, Chemours or another member of the Chemours Group shall be responsible for and shall pay as and when otherwise payable under the Bonus Programs all amounts (if any) that may become due in respect of Chemours Employees.

Section 3.7 Reimbursement Account Plan. As of the Effective Time (i) the account balances of each Chemours Employee with respect to the plan year in which the Effective Time occurs (whether positive or negative) (the "Transferred Account Balances") under DuPont's medical and dependent care spending reimbursement plans (the "DuPont FSA Plans") will be transferred to one or more comparable plans of Chemours (the "Chemours FSA Plans"); (ii) the election levels and the coverage levels of each Chemours Employee will apply under the Chemours FSA Plans in the same manner as under the DuPont FSA Plans; and (iii) each Chemours Employee will be reimbursed from the Chemours FSA Plans for claims incurred at any time during the plan year of the DuPont FSA Plans in which the Distribution Date occurs and submitted to the Chemours FSA Plans from and after the Distribution Date on the same basis and the same terms and conditions as under the DuPont FSA Plans. As soon as practicable after the Effective Time, DuPont will pay Chemours, in cash, the net aggregate amount of the Transferred Account Balances, if such amount is positive, and Chemours will pay DuPont, in cash, the net aggregate amount of the Transferred Account Balances, if such amount is negative.

## ARTICLE IV

## CERTAIN NON-U.S. PROVISIONS

Section 4.1 In General. Notwithstanding any other provision of this Agreement, to the extent that there shall be a conflict between the other provisions of this Agreement and the provisions of any Conveyancing and Assumption Instrument (but solely to the extent the Conveyancing and Assumption Instrument has effect outside the United States of America), such provisions of such Conveyancing and Assumption Instruments shall control.

## ARTICLE V

## EQUITY INCENTIVE AWARDS

Section 5.1 Treatment of DuPont Options and DuPont Stock Appreciation Rights.

(a) Each DuPont Option that is outstanding immediately before the Distribution Date and that is held by a Chemours Employee at that time shall, effective immediately following the opening of market on the Distribution Date, be cancelled and immediately replaced with an option to purchase Chemours Common Stock (a "Chemours Option"). Each DuPont Stock Appreciation Right that is outstanding immediately before the Distribution Date and that is held by a Chemours Employee at that time shall, effective immediately following the opening of market on the Distribution Date, be cancelled and immediately replaced with stock appreciation right relating to shares of Chemours Common Stock (a "Chemours Stock Appreciation Right").

(i) The number of shares of Chemours Common Stock subject to each Chemours Option or Chemours Stock Appreciation Right shall be equal to the product (rounded down to the nearest whole share) of (A) the number of shares of DuPont Common Stock subject to the corresponding DuPont Option or DuPont Stock Appreciation Right, as the case may be, immediately before the Distribution Date and (B) a fraction, the numerator of which is the Closing DuPont Stock Price and the denominator of which is the Opening Chemours Stock Price.

(ii) The per share exercise price for each Chemours Option or Chemours Stock Appreciation Right shall be equal to the product (rounded up to the nearest whole cent) of (A) the exercise price of the corresponding DuPont Option or DuPont Stock Appreciation Right, as the case may be, immediately before the Distribution Date and (B) a fraction, the numerator of which is the Opening Chemours Stock Price and the denominator of which is the Closing DuPont Stock Price.

(b) The issuance of each Chemours Option or Chemours Stock Appreciation Right shall be subject to the terms of the Chemours Stock Plan, which Chemours shall cause to provide that, except as otherwise provided pursuant to Section 5.1(a), the terms and conditions applicable to the Chemours Options or Chemours Stock Appreciation Rights shall be substantially similar to the terms and conditions applicable to the corresponding DuPont Option or DuPont Stock Appreciation Right (as set forth in the applicable DuPont Stock Plan, award agreement or in the holder's then applicable employment agreement with member of the DuPont Group). Without limiting Section 2.6, with respect to each Chemours Option and Chemours Stock Appreciation Right, Chemours shall give each Chemours Employee full vesting service credit for such Chemours Employee's service with any member of the DuPont Group before the Distribution Date to the same extent such service was recognized with respect to the corresponding DuPont Option or Chemours Stock Appreciation Right immediately before the Distribution Date.

Section 5.2 Treatment of DuPont Restricted Stock Units.

(a) Each DuPont Restricted Stock Unit that is outstanding immediately prior to the Distribution Date and that is held by a Chemours Employee at that time shall, immediately following the opening of market on the Distribution Date, be cancelled and immediately replaced with a time-based restricted stock unit award with respect to Chemours Common Stock (a "Chemours Restricted Stock Unit"). The number of shares of Chemours Common Stock subject to each Chemours Restricted Stock Unit shall be equal to the product (rounded up to the nearest whole share) of (A) the number of shares of DuPont Common Stock subject to the corresponding DuPont Restricted Stock Unit immediately prior to the Distribution Date and (B) a fraction, the numerator of which is the Closing DuPont Stock Price and the denominator of which is the Opening Chemours Stock Price.

(b) The settlement of each Chemours Restricted Stock Unit shall be subject to the terms of the Chemours Stock Plan, which Chemours shall cause to provide that, except as otherwise provided pursuant to Section 5.2(a), the terms and conditions applicable to the Chemours Restricted Stock Unit shall be substantially similar to the terms and conditions applicable to the corresponding DuPont Restricted Stock Unit (as set forth in the applicable DuPont Stock Plan, award agreement or in the holder's then applicable employment agreement with member of the DuPont Group). Without limiting Section 2.6, with respect to each Chemours Restricted Stock Unit, Chemours shall give each Chemours Employee full vesting service credit for such Chemours Employee's service with any member of the DuPont Group before the Distribution Date to the same extent such service was recognized with respect to the corresponding DuPont Restricted Stock Unit immediately before the Distribution Date.

Section 5.3 Treatment of DuPont Performance Share Units.

(a) Each DuPont Performance Share Unit that is outstanding immediately prior to the Distribution Date and that is held by a Chemours Employee at that time shall, immediately following the opening of market on the Distribution Date, be cancelled and immediately replaced with a service-based restricted stock unit award with respect to Chemours Common Stock (a "Chemours Performance Share Replacement Unit"). The number of shares of Chemours Common Stock subject to each Chemours Performance Share Replacement Unit shall be equal to the product (rounded up to the nearest whole share) of (i) the product of (A) number of shares of DuPont Common Stock subject to the corresponding DuPont Performance Share Unit immediately prior to the Distribution Date measured by actual performance under the DuPont Performance Share Unit through the last day of the month ending with or before the Distribution Date as determined by the Human Resources & Compensation Committee of the DuPont Board of Directors and (B) a fraction, the numerator of which is the number of whole months elapsed in the applicable performance period and the denominator of which is thirty-six (36) and (ii) a fraction, the numerator of which is the Closing DuPont Stock Price and the denominator of which is the Opening Chemours Stock Price.

(b) The settlement of each Chemours Performance Share Replacement Unit shall be subject to the terms of the Chemours Stock Plan, which shall provide that, except as otherwise provided pursuant to Section 5.3(a), the terms and conditions applicable to the Chemours Performance Share Replacement Unit shall be substantially similar to the terms and conditions applicable to the corresponding DuPont Performance Share Unit (as set forth in the applicable DuPont Stock Plan and award agreement), provided that settlement of the Chemours Performance Share Replacement Unit shall occur (if at all) during the first calendar year following the end of the performance period originally applicable under the corresponding DuPont Performance Share Unit.

Section 5.4 Director Deferred RSUs. Each stock unit that is denominated in shares of DuPont Common Stock, that was earned in respect of service on the Board of Directors of DuPont and that was held as of immediately before the Distribution Date by an individual who as of the Distribution Date is a member of the Board of Directors of Chemours shall, immediately following the opening of market on the Distribution Date, be cancelled and immediately replaced with a stock unit award with respect to Chemours Common Stock (a "Chemours Director Deferred RSU"). The number of shares of Chemours Common Stock subject to each Chemours Director Deferred RSU shall be equal to the product (rounded up to the nearest whole share) of (A) the number of shares of DuPont Common Stock subject to the corresponding DuPont stock unit immediately prior to the Distribution Date and (B) a fraction, the numerator of which is the Closing DuPont Stock Price and the denominator of which is the Opening Chemours Stock Price. Except as otherwise provided in the foregoing provisions of this Section 5.4, the settlement of each Chemours Director Deferred RSU shall be subject to substantially the same terms and conditions as were applicable to the attributable DuPont stock unit immediately before the Distribution Date, provided that service on the Board of Directors of Chemours shall be treated as service on the Board of Directors of DuPont for purposes of determining the time of settlement.

Section 5.5 General.

(a) All of the adjustments described in this Article V shall be effected in accordance with Sections 424 and 409A of the Code.

(b) The Parties shall use commercially reasonable efforts to maintain effective registration statements with the Securities Exchange Commission with respect to the awards described in this Article V, to the extent any such registration statement is required by applicable Law.

(c) The Parties hereby acknowledge that the provisions of this Article V are intended to achieve certain tax, legal and accounting objectives and, in the event such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives.

## ARTICLE VI

## GENERAL AND ADMINISTRATIVE

Section 6.1 Employer Rights. Nothing in this Agreement shall be deemed to be an amendment to any DuPont Benefit Plan or Chemours Benefit Plan or to prohibit any member of the DuPont Group or Chemours Group, as the case may be, from amending, modifying or terminating any DuPont Benefit Plan or Chemours Benefit Plan at any time within its sole discretion.

Section 6.2 Effect on Employment. Nothing in this Agreement is intended to or shall confer upon any employee or former employee of DuPont, Chemours or any of their respective Affiliates any right to continued employment, or any recall or similar rights to any such individual on layoff or any type of approved leave.

Section 6.3 Non-Solicitation Provisions. For a period of three (3) years from the Distribution Date, except as shall otherwise be required pursuant to the terms of an applicable collective bargaining agreement, neither DuPont nor Chemours, or any member of their respective Groups, shall, without the prior written consent of the other Party, directly or indirectly, solicit for employment or hire (whether as an employee, consultant or otherwise) any individual who at the Effective Time is an employee of the other Party or any member of its Group or induce, or attempt to induce, any such employee to terminate his or her employment with, or otherwise cease his or her relationship with, the other Party or its Group; provided, that nothing in this Section 6.3 shall be deemed to prohibit any general solicitation for employment through advertisements and search firms not specifically directed at employees of such other applicable Party or its Group or any hiring as a result thereof, so long as the applicable Party has not encouraged or advised such firm to approach any such employee; and provided, further that if during the three-year period following the Distribution Date, Chemours or any member of the Chemours Group hires any individual who (a) at the Effective Time is an employee of DuPont or its Group outside of the United States or (b) is identified on Exhibit A hereto, whether in violation of this Section 6.3 (determined without regard to its enforceability) or otherwise, Chemours shall upon demand from DuPont promptly reimburse DuPont for any severance and retirement costs incurred by any member of the DuPont Group in respect of the termination of such individual’s employment from the DuPont Group. The Parties agree that irreparable damage would occur in the event that the provisions of this Section 6.3 were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction or injunctions to enforce specifically the terms and provisions of this Section 6.3 in any court of the United States or in the courts of any state having jurisdiction, or in the courts of any other country or locality thereof having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 6.4 Sections 162(m)/409A. Notwithstanding anything in this Agreement to the contrary (including the treatment of supplemental and deferred compensation plans, outstanding long-term incentive awards and annual incentive awards as described herein), the Parties agree to negotiate in good faith regarding the need for any treatment different from that otherwise provided herein to ensure that (i) a federal income Tax deduction for the payment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation is not limited by reason of Section 162(m) of the Code, and (ii) the treatment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation does not cause the imposition of a tax under Section 409A of the Code.

Section 6.5 Access To Employees. On and after the Distribution Date, DuPont and Chemours shall, or shall cause each of their respective Affiliates to, make available to each other those of their employees who may reasonably be needed in order to defend or prosecute any legal or administrative action (other than a legal action between DuPont and Chemours) to which any employee or director of the DuPont Group or the Chemours Group or any DuPont Benefit Plan or Chemours Benefit Plan is a party and which relates to a DuPont Benefit Plan or Chemours Benefit Plan. The Party to whom an employee is made available in accordance with this Section 6.5 shall pay or reimburse the other Party for all reasonable expenses which may be incurred by such employee in connection therewith, including all reasonable travel, lodging, and meal expenses, but excluding any amount for such employee's time spent in connection herewith.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Complete Agreement; Construction. This Agreement, including any Exhibits and Schedules, and the Separation Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation Agreement or any Continuing Arrangement, this Agreement shall control.

Section 7.2 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 7.3 Waivers. Any consent required or permitted to be given by any Party to the other Parties under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and its Group).

Section 7.4 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other Parties (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable to (i) an affiliate or (ii) a bona fide third party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other parties to this Agreement. No assignment permitted by this Section 7.4 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 7.5 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 7.6 Termination and Amendment.

(a) This Agreement (including any Exhibits and Schedules) may be terminated, modified or amended at any time prior to the Effective Time by and in the sole discretion of DuPont without the approval of Chemours or the stockholders of DuPont. In the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person. After the Effective Time, this Agreement may not be terminated, modified or amended except by an agreement in writing signed by DuPont and Chemours.

(b) Notwithstanding anything in this Agreement to the contrary, if the Separation Agreement is terminated before the Effective Time, then all actions and events that are under this Agreement to be taken or occur effective before, as of or following the Distribution Date, or otherwise in connection with the Distribution, shall not be taken or occur except to the extent specifically agreed to in writing by the Parties and neither Party shall have any Liability or further obligation to the other Party under this Agreement.

Section 7.7 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Time, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 7.8 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties (including Chemours Employees) any remedy, claim, liability, reimbursement, claim of Action or other right in excess of those existing without reference to this Agreement.

Section 7.9 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 7.10 Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any liability or obligation of any member of the DuPont Group or the Chemours Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against the interests of any member of the DuPont Group or the Chemours Group or any of their respective Affiliates. The inclusion of any item or liability or category of item or liability on any Exhibit or Schedule is made solely for purposes of allocating potential liabilities among the Parties and shall not be deemed as or construed to be an admission that any such liability exists.

Section 7.11 Governing Law. This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 7.12 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 7.13 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 7.14 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

E.I. DU PONT DE NEMOURS AND COMPANY

By: /s/ Nicholas C. Fanandakis
Name: Nicholas C. Fanandakis
Title: Executive Vice President and Chief Financial Officer

THE CHEMOURS COMPANY

By: /s/ Nigel Pond
Name: Nigel Pond
Title: Vice President

**Exhibit 10.4**

**EXECUTION VERSION**

# THIRD AMENDED AND RESTATED INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

by and between

E.I. DU PONT DE NEMOURS AND COMPANY

and

THE CHEMOURS COMPANY FC, LLC and THE CHEMOURS COMPANY TT, LLC

Dated as of January 1, 2015

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**THIRD AMENDED AND RESTATED INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT**

This THIRD AMENDED AND RESTATED INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT (this "Agreement"), dated as of January 1, 2015 (the "Effective Date"), is entered into by and between E. I. du Pont de Nemours and Company ("DuPont"), a Delaware corporation, The Chemours Company FC, LLC, a Delaware limited liability company with address at 1209 Orange Street, Wilmington, DE, 19801, U.S.A. ("CHEMOURS FC"), and The Chemours Company TT, LLC, a Pennsylvania limited liability company with address at 116 Pine Street, 3rd Floor, Suite 320, Harrisburg, PA, 17101, U.S.A. ("CHEMOURS TT") (each of DuPont, CHEMOURS FC and CHEMOURS TT, a "Party" and collectively, the "Parties").

**RECITALS**

**WHEREAS**, the Parties and certain of their Affiliates will enter into that certain Separation Agreement, to be dated June 26, 2015, (the "Separation Agreement"); and

**WHEREAS**, as of the Effective Date, DuPont has rights to certain Intellectual Property that is necessary or useful with respect to the Chemours Business, and CHEMOURS FC and CHEMOURS TT have rights to certain Intellectual Property that is necessary or useful with respect to DuPont's retained businesses, and, in contemplation of the Separation Agreement, DuPont wishes to grant to CHEMOURS FC and CHEMOURS TT, and CHEMOURS FC and CHEMOURS TT wish to grant to DuPont, a license to certain of such Intellectual Property, in each case as and to the extent set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

**ARTICLE I**

**DEFINITIONS AND INTERPRETATION**

Section 1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in this Agreement, including as specified in this Section 1.1, Appendix I and Schedule A and Schedule A-2.

(a) "Abandoning Party" has the meaning set forth in Section 3.2.

(b) "Agreement" has the meaning set forth in the Preamble.

(c) "Analytical Methods" means analytical methods and test protocols which may be useful to measure composition and properties (*e.g.*, physical, mechanical, thermal, viscoelastic, viscometric, spectroscopic, etc., including modifications of the foregoing analytical methods and test protocols) used by CHEMOURS TT or CHEMOURS FC or otherwise in CHEMOURS TT's or CHEMOURS FC's possession as of the Effective Date. For the avoidance of doubt, all Analytical Methods shall be deemed to be Licensed Know-How (without limiting Section 2.4(b)).

(d) "Challenged Party" has the meaning set forth in Section 4.6(a).

(e) "Challenged Patent" has the meaning set forth in Section 4.6(a).

(f) "Challenging Party" has the meaning set forth in Section 4.6(a).

(g) "Change of Control" means (i) the direct or indirect acquisition, by any Person or group of Persons acting in concert, whether by merger, reorganization, consolidation, sale, operation of law or otherwise, in one transaction or any related series of transactions, of control of such Party or (ii) the sale, transfer or disposition by such Party, in one transaction or any related series of transactions, of all or substantially all of such Party's assets, in each case other than to a Subsidiary of such Party (but only for so long as such Subsidiary remains a Subsidiary of such Party). For the purposes of this definition, "control" shall have the meaning ascribed to such term in the definition of "Affiliate" herein.

(h) "Chemours Assets" shall have the meaning set forth in the Separation Agreement; provided that, for clarity, with respect to any period prior to the effective date of the Separation Agreement, the term "Chemours Assets" hereunder shall be deemed to have the meaning set forth in the Separation Agreement as of the effective date thereof (as may be modified or amended from time to time in accordance with the terms thereof).

(i) "Chemours Business" shall have the meaning set forth in the Separation Agreement; provided that, for clarity, with respect to any period prior to the effective date of the Separation Agreement, the term "Chemours Business" hereunder shall be deemed to have the meaning set forth in the Separation Agreement as of the effective date thereof (as may be modified or amended from time to time in accordance with the terms thereof).

(j) "Chemours End-Uses" means, with respect to each Chemours Product, those End-Uses of such Chemours Product set forth in Schedule A in the column labelled "Use Field". For clarity, the Chemours End-Uses shall not include anything in the Excluded Products and Fields.

(k) "Chemours Exclusive End-Uses" means, with respect to each Chemours Product, the Chemours End-Uses of such Chemours Product that are designated as "exclusive" in the column labelled "Use Field" in Schedule A, only as and to the extent so designated and subject to such limitations set forth on Schedule A with respect thereto. For clarity, the Chemours Exclusive End-Uses shall not include any Chemours Non-Exclusive End-Uses or anything in the Excluded Products and Fields.

(l) "Chemours Exclusive Make & Sell Products" means those Chemours Products that are designated as "exclusive" in the column labelled "Make & Sell Field" in Schedule A, only as and to the extent so designated and subject to such limitations set forth on Schedule A with respect thereto. For clarity, the Chemours Exclusive Make & Sell Products shall not include any Chemours Non-Exclusive Make & Sell Products or anything in the Excluded Products and Fields.

(m) "CHEMOURS FC" has the meaning set forth in the Preamble.

(n) "CHEMOURS FC Licensed Patents" means the Patents that are set forth on Schedule C.

(o) "Chemours Non-Exclusive End-Uses" means, with respect to each Chemours Product, the Chemours End-Uses of such Chemours Product that are designated as "non-exclusive" in the column labelled "Use Field" in Schedule A, only as and to the extent so designated and subject to such limitations set forth on Schedule A with respect thereto. For clarity, the Chemours Non-Exclusive End-Uses shall not include anything in the Excluded Products and Fields.

(p) "Chemours Non-Exclusive Make & Sell Products" means those Chemours Products that are designated as "non-exclusive" in the column labelled "Make & Sell Field" in Schedule A, only as and to the extent so designated and subject to such limitations set forth on Schedule A with respect thereto. For clarity, the Chemours Non-Exclusive Make & Sell Products shall not include anything in the Excluded Products and Fields.

(q) "Chemours Products" means those products set forth on Schedule A in the column labelled "Products", in each case only as and to the extent such product is defined in the column labelled "Product Definitions". For clarity, the Chemours Products shall not include anything in the Excluded Products and Fields.

(r) "Chemours Sublicensees" has the meaning set forth in Section 2.1(d).

(s) "CHEMOURS TT" has the meaning set forth in the Preamble.

(t) "CHEMOURS TT Licensed Patents" means the Patents that are set forth on Schedule D.

(u) "Confidential Technical Information" means all Know-How, whether in written or other tangible or intangible form, contained or reflected in (1) the Licensed Know-How (except with respect to any DuPont Licensed Engineering and Process Standards and Policies), for which purpose each Party shall be deemed a "Recipient", and (2) the DuPont Licensed Engineering and Process Standards and Policies, for which purpose CHEMOURS FC and CHEMOURS TT shall be deemed the "Recipient"; including, for example, (i) ideas and concepts for existing products, processes and services; (ii) specifications for products, equipment and processes; (iii) manufacturing and performance specifications and procedures; (iv) engineering drawings and graphs; (v) technical, research and engineering data; (vi) formulations and material specifications; (vii) laboratory studies and benchmark tests; (viii) service and operation manuals; (ix) quality assurance policies, procedures and specifications; and (x) evaluation or validation studies, and (3) Know-How developed by the Recipient using any of the foregoing Know-How (provided, however, data shall not be considered Confidential Technical Information only because of the use of an analytical method that constitutes Confidential Technical Information). If CHEMOURS TT or CHEMOURS FC adopts its own standard or policy using any of the Licensed Know-How (*e.g.*, DuPont Licensed Engineering Standards), such standard or policy would constitute Know-How developed by a Recipient using the Licensed Know-How under the foregoing clause (3) and "Confidential Technical Information" hereunder and be subject to the terms of this Agreement (including Article VI). "Confidential Technical Information" shall also include any physical or tangible items embodying or including any Confidential Technical Information. Notwithstanding the foregoing, Confidential Technical Information shall not include any information which:

(a) is publicly known prior to the Effective Date; or

(b) becomes publicly known through no fault of the Recipient or as permitted under this Agreement;

(c) is or has been disclosed to the Recipient by a Third Party who has a lawful right to disclose the information, except to the extent covered by an obligation of confidentiality or restricted use to the Third Party; or

(d) is independently developed by or for the Recipient without use of Confidential Technical Information for which the party is deemed a Recipient under this Agreement;

provided that: (i) technical information or know-how shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general knowledge in the public domain or in the Recipient's possession; and (ii) no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the Recipient's possession, unless the combination itself and its principle of operations are in the public domain or in the Recipient's possession.

(v) "DuPont" has the meaning set forth in the Preamble.

(w) "DuPont Competitor" means each of the following Persons, including each of its Affiliates and its and their respective successors and assigns: Monsanto Company, The Dow Chemical Company, Bayer Aktiengesellschaft, BASF SE, 3M Company, INVISTA B.V., Lucite International Ltd., Novozymes A/S, Panasonic Corporation, Solvay S.A., and Daikin Industries, Ltd.

(x) "DuPont Licensed Engineering and Process Standards and Policies" means, collectively, (i) DuPont Licensed Engineering Standards, and (ii) the DuPont Licensed SHE Standards. Once CHEMOURS TT or CHEMOURS FC adopts its own standard or policy using any of the Licensed Know-How (*e.g.*, DuPont Licensed Engineering Standards or DuPont Licensed SHE Standards), such standard or policy would not constitute DuPont Licensed Engineering and Process Standards and Policies under the terms of this Agreement, provided that as part of the process of adopting such a standard or policy, each of CHEMOURS FC and CHEMOURS TT shall (i) remove, strike over, or otherwise obliterate all DuPont Retained Names and (ii) delete any material or provisions not applicable to the Chemours Assets from the applicable DuPont Licensed Engineering and Process Standards and Policies used in creating such adopted standard or policy and shall cease to make any use of any DuPont Retained Names or any such material or provisions in connection therewith.

(y) "DuPont Licensed Engineering Standards" means the standards, protocols, processes, and policies, including the engineering guidelines which consist of that library of "how-to" guides for designing, constructing, maintaining, and operating facilities, each only to the extent documented in documents set forth on Part I of Schedule E. Once CHEMOURS TT or CHEMOURS FC adopts its own standard or policy using any of the Licensed Know-How (*e.g.*, DuPont Licensed Engineering Standards), subject to the proviso in the definition of "DuPont Licensed Engineering and Process Standards and Policies," such standard or policy would not constitute DuPont Licensed Engineering Standards under the terms of this Agreement.

(z) "DuPont Licensed IP" means the Licensed Know-How and DuPont Licensed Patents.

(aa) "DuPont Licensed Notebooks" means the notebooks that are set forth on Schedule F.

(bb) "DuPont Licensed Patents" means the Patents that are set forth on Schedule G.

(cc) "DuPont Licensed Reports" means the reports that are set forth on Schedule H.

(dd) "DuPont Licensed SHE Standards" means the DuPont Safety, Health, and Environmental standards to the extent set forth on Part II of Schedule E. Once CHEMOURS TT or CHEMOURS FC adopts its own standard or policy using any of the Licensed Know-How (*e.g.*, DuPont Licensed SHE Standards), subject to the proviso in the definition of "DuPont Licensed Engineering and Process Standards and Policies," such standard or policy would not constitute DuPont Licensed SHE Standards under the terms of this Agreement.

(ee) "DuPont Retained Names" means the names and marks set forth in Schedule K, and any Trademarks containing or comprising any of such names or marks, and any Trademarks derivative thereof or confusingly similar thereto, or any telephone numbers or other alphanumeric addresses or mnemonics containing any of the foregoing names or marks.

(ff) "DuPont Sublicensees" has the meaning set forth in Section 2.2(c).

(gg) "Effective Date" has the meaning set forth in the Preamble.

(hh) "End-Uses" means, with respect to a product or item, any products, applications, processes, end-uses or other items of or incorporating such product or item. For clarity, the End-Uses of a product or item include the use of such product or item for any purpose, including making any other product (including in a reaction to make another chemical or use in another composition or formulation, such as paint) or for its intended (or unintended) purpose, including application to an object.

(ii) "Energy Storage Collaboration Agreement" means the Energy Storage Collaboration Agreement dated as of February 1, 2015 entered into by and between DuPont and CHEMOURS FC.

(jj) "Enforcing Party" has the meaning set forth in Section 4.2.

(kk) "Engineering Models and Databases" means (a) physical property databases, (b) empirical or mathematical dynamic or steady state models of processes, equipment or reactions, (c) computations of equipment or unit operation operating conditions including predictive or operational behavior, and (d) databases with historical operational data, in each case to the extent owned by DuPont or its Affiliates as of the Effective Date and used with, and necessary for, operation of equipment and unit operations included in the Chemours Assets in connection with the Chemours Business and also used or useful in or otherwise related to DuPont's retained businesses, provided that such equipment or unit operations are located at the Chemours sites listed in Schedule J.

(ll) "Excluded Products and Fields" means, collectively, (i) anything not expressly licensed to Licensee under Section 2.1(a) (including any End-Uses of any Chemours Product other than the Chemours End-Uses for such Chemours Product); (ii) anything excluded from Licensee's rights under Section 2.1(b), and (iii) anything exclusively licensed to DuPont under Section 2.2(a).

(mm) "Exclusively Licensed IP" means (i) with respect to CHEMOURS FC and CHEMOURS TT as the Licensee, any DuPont Licensed IP exclusively licensed to CHEMOURS FC and CHEMOURS TT under Section 2.1, in each case only with respect to (A) making, having made, offering for sale, selling, or importing or exporting in connection therewith, Chemours Exclusive Make & Sell Products or (B) using Chemours Exclusive Make & Sell Products in Chemours Exclusive End-Uses, and (ii) with respect to DuPont as the Licensee, any CHEMOURS FC Licensed IP or CHEMOURS TT Licensed IP exclusively licensed to DuPont under Section 2.2. For clarity, with respect to CHEMOURS FC and CHEMOURS TT, Exclusively Licensed IP shall not include anything licensed to or reserved by DuPont (for its benefit or the benefit of its Affiliates, customers or customers' customers) in Section 2.2.

(nn) "Instruments & Tools" means physical devices (*e.g.*, instruments and tools) that measure properties or performance of CHEMOURS TT, CHEMOURS FC or DuPont products, or customers' products containing or made using CHEMOURS TT, CHEMOURS FC or DuPont products.

(oo) "Invalidity Allegations" has the meaning set forth in Section 4.1.

(pp) "Know-How" means trade secrets and all other confidential or proprietary information, know-how, inventions, processes, formulae, models and methodologies, excluding, for clarity, Patents.

(qq) "Licensed IP" means the CHEMOURS FC Licensed Patents and CHEMOURS TT Licensed Patents, with respect to the licenses to DuPont hereunder, and the DuPont Licensed IP, with respect to the licenses to CHEMOURS FC and CHEMOURS TT hereunder.

(rr) "Licensed Know-How" means the DuPont Licensed Engineering and Process Standards and Policies, the DuPont Licensed Notebooks, the Engineering Models and Databases, the DuPont Licensed Reports, and the Toxicological Reports and Data, in each case (i) notwithstanding that CHEMOURS FC or CHEMOURS TT may be in possession of such Know-How as of the Effective Date, and (ii) including all Know-How contained or reflected therein, whether in written or other tangible or intangible form, together with any physical or tangible items embodying or including any of the foregoing.

(ss) "Licensee" means each of CHEMOURS FC and CHEMOURS TT, with respect to the DuPont Licensed IP, and DuPont, with respect to the CHEMOURS FC Licensed Patents and the CHEMOURS TT Licensed Patents.

(tt) "Licensor" means CHEMOURS FC with respect to the CHEMOURS FC Licensed Patents, CHEMOURS TT with respect to the CHEMOURS TT Licensed Patents, and DuPont with respect to the DuPont Licensed IP.

(uu) "Party" has the meaning set forth in the Preamble.

(vv) "Patent Challenge" means any direct or indirect (including by supporting an Action brought by another Person) challenge to the validity, patentability, enforceability, non-infringement or ownership of any Patent, including any such (i) court challenge (including any such declaratory judgment action), or (ii) activity or proceeding before a patent office or other Governmental Entity or registrar, including any reissue, reexamination, pre-grant review, post-grant review, opposition or similar proceeding.

(ww) "Patents" means, collectively, (a) any patents and patent applications, and any and all related national or international counterparts thereto, including any divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof; and (b) scheduled written patent proposals and patents and patent applications as described in the foregoing clause (a) resulting therefrom. (At a Licensee's request, the Licensor shall promptly provide the requesting Licensee a copy of a patent application included in the Licensed IP owned by Licensor and filed on the Licensor's written patent proposal and the serial number or grant number of Patents resulting therefrom.)

(xx) "Representatives" has the meaning set forth in Section 6.1(a).

(yy) "Separation Agreement" has the meaning set forth in the Recitals.

(zz) "Sublicensees" has the meaning set forth in Section 2.2(c).

(aaa) "Third Party" means any Person other than DuPont, CHEMOURS FC, CHEMOURS TT, and their respective Affiliates.

(bbb) "Third Party Infringement" has the meaning set forth in Section 4.1.

(ccc) "Toxicological Reports and Data" means the Haskell reports that are set forth on Schedule I and toxicological reports and data developed in support of registration and regulatory compliance.

(ddd) "Valid Claim" means a claim of an issued and unexpired Patent that (i) has not been revoked or held unenforceable or invalid by a decision of a court or other Governmental Entity of competent jurisdiction from which no appeal can be taken or has been taken within the time allowed for appeal and (ii) has not been abandoned, disclaimed, denied, or admitted to be invalid or unenforceable through reissue or disclaimer or otherwise in such country.

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The words "written request" when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein. The word "or" indicates an alternative, but not a mutually exclusive alternative unless clearly indicated as being mutually exclusive, such as when preceded in a clause by the word "either". As used herein, "copolymer" means polymers comprising copolymerized units resulting from copolymerization of two or more comonomers including dipolymers, terpolymers, tetrapolymers, etc.

## ARTICLE II

## GRANTS OF RIGHTS

Section 2.1 License to Chemours of DuPont Licensed IP.

(a) General Licenses. Subject to the terms and conditions of this Agreement (including Section 2.1(b) and Section 2.1(c)), acting on behalf of itself and its Affiliates, DuPont hereby grants CHEMOURS FC and CHEMOURS TT an irrevocable, royalty-free, fully paid-up, sublicenseable (to the extent permitted in Section 2.1(d)), worldwide license in, to and under the DuPont Licensed IP only to:

(i) make, have made, offer for sale, sell, and import and export in connection therewith, each Chemours Product, which license shall be exclusive to the extent such Chemours Product constitutes a Chemours Exclusive Make & Sell Product and non-exclusive to the extent such Chemours Product constitutes a Chemours Non-Exclusive Make & Sell Product; and

(ii) use each Chemours Product for the applicable Chemours End-Use, which license shall be exclusive to the extent such Chemours End-Use constitutes a Chemours Exclusive End-Use and non-exclusive to the extent such Chemours End-Use constitutes a Chemours Non-Exclusive End-Use;

provided, further, that in the Energy Storage Field, CHEMOURS FC's and CHEMOURS TT's licenses under each of the foregoing (i) and (ii) shall be further limited as follows:

(iii) with respect to Fluoropolymer Products and Fluorochemical Products, only to make, have made, sell, offer to sell, import, export and use Chemours Energy Storage Products;

(iv) to make, have made, import and export Energy Storage Fluorinated Solvents and Fluorinated Solvent Intermediates only for sale to DuPont or its Affiliates (subject to such other terms and conditions as are mutually agreed in writing between the applicable Parties in the Energy Storage Collaboration Agreement or any other agreement between the applicable Parties specifically referencing this Agreement); and

(v) to make, have made, sell, offer to sell, import, export and use Chemours Products other than Fluoropolymer Products, Fluorochemical Products, Energy Storage Fluorinated Solvents and Fluorinated Solvent Intermediates.

(b) Certain Exclusions from the Licenses to Chemours. Notwithstanding anything to the contrary herein (including Section 2.1(a)), CHEMOURS FC and CHEMOURS TT are not granted any and shall have no rights hereunder with respect to, and DuPont hereby expressly reserves all rights and licenses in, to and under, the DuPont Licensed IP:

(i) with respect to each Chemours Product, anything described on Schedule A in the corresponding column labelled "Excluded Products and Fields" (including that, for clarity, to the extent any use or application is described in the "Excluded Products and Fields" for a Chemours Non-Exclusive Make & Sell Product or Chemours Exclusive Make & Sell Product, CHEMOURS FC and CHEMOURS TT shall have no rights hereunder to sell or otherwise provide such Chemours Product to any other Person for such use or application);

(ii) to make, have made, sell or offer for sale, import, export or use any VF Products, provided, however, that the foregoing shall not restrict CHEMOURS FC or CHEMOURS TT (or their respective permitted Chemours Sublicensees) from engaging in the Permitted VF Activities;

(iii) to make, have made, sell or offer for sale, import, export or use any films for Photovoltaic Backsheet or polymers, polymer dispersions or adhesives used in making or supporting films for Photovoltaic Backsheet (collectively, "PV Products"), provided, however, that the foregoing shall not restrict CHEMOURS FC or CHEMOURS TT (or their respective permitted Chemours Sublicensees) from engaging in the Permitted PV Activities;

(iv) to make, have made, sell, offer for sale, import, export or use any (a) Crop Protection Products (other than purchasing Crop Protection Products and using them for their intended purpose) and (b) Fluoropolymer Products and Fluorochemical Products for use in making Pesticide Chemicals; provided, however, that this shall not exclude the right to make, have made, offer for sale, sell, and import and export a Fluoropolymer Product or Fluorochemical Product that is a Commodity Chemical for use in making Pesticide Chemicals; or

(v) to make, have made, sell or offer for sale, or import or export in connection therewith, VF.

(c) DuPont Licensed Engineering and Process Standards and Policies. Notwithstanding anything to the contrary herein, CHEMOURS FC's and CHEMOURS TT's licenses under Section 2.1(a) above shall be further limited to only practicing such DuPont Licensed Engineering and Process Standards and Policies at any location where the Chemours Assets are situated and only to the extent necessary to maintain and operate the Chemours Assets and only until the Standards Adopted Date.

(d) Sublicenses. CHEMOURS FC and CHEMOURS TT may sublicense each of their respective rights under Section 2.1 (other than Section 2.1(c)) to its Affiliates and Third Parties, in each case only in connection with the operation of the Chemours Business; provided that with respect to DuPont Licensed Engineering Standards and DuPont Licensed SHE Standards, subject to Section 2.1(c), CHEMOURS FC and CHEMOURS TT may sublicense each of their respective rights under Section 2.1(c) only to such of its Affiliates which, as of the Effective Date, are operating or maintaining the applicable Chemours Assets, in each case only in connection with the maintenance and operation of the applicable Chemours Assets (each such Affiliate or Third Party, a "Chemours Sublicensee"). Each sublicense granted under Licensed Know-How shall be granted pursuant to a written agreement which is subject to, and consistent with, the terms and conditions of this Agreement and which provides that DuPont shall be an intended third party beneficiary thereunder with the right of direct enforcement against such sublicensee for not less than the first ten (10) years of the term thereof. For clarity, granting a sublicense shall not relieve CHEMOURS FC or CHEMOURS TT of any obligations hereunder and CHEMOURS FC and CHEMOURS TT shall cause each of their respective Chemours Sublicensees which are Affiliates of CHEMOURS FC or CHEMOURS TT (as applicable) to comply, and shall remain responsible for such Chemours Sublicensees' compliance, with the terms hereof applicable to CHEMOURS FC and CHEMOURS TT.

(e) Non-Assertion. In addition to any licenses granted by DuPont under Section 2.1(a), DuPont hereby agrees not to assert (and shall cause its Affiliates not to assert) any (i) Patent that is associated with the DuPont Perfluorinated Elastomers in the DuPont "OneIP" database as of the Effective Date or (ii) DuPont Perfluorinated Elastomers Know-How that is used in connection with any Chemours Fluoroelastomer Products as of the Effective Date, in each case with respect to:

(i) CHEMOURS FC or any of its Affiliates making, having made, using, selling, offering to sell or importing Chemours Fluoroelastomer Products (on any scale) which CHEMOURS FC or any of its Affiliates is making, having made, using, selling, offering to sell or importing on a commercial scale as of the Effective Date (and substantial equivalent Chemours Fluoroelastomer Products thereof) in the same or substantially equivalent process as done as of the Effective Date; or

(ii) any licensee or sublicensee (each of the foregoing, as in effect as of the Effective Date) (including any customer or customer's customers of CHEMOURS FC or any of its Affiliates or such authorized licensee or sublicensee) of CHEMOURS FC or any of its Affiliates making, having made, using, selling, offering to sell or importing Chemours Fluoroelastomer Products (on any scale) which such licensee or sublicensee is making, having made, using, selling, offering to sell or importing on a commercial scale as of the Effective Date (and substantial equivalent Chemours Fluoroelastomer Products thereof) in the same or substantially equivalent process as authorized by CHEMOURS FC or any of its Affiliates and as practiced as of the Effective Date;

provided, however, that the foregoing non-assert shall not apply to anything in the Excluded Products and Fields.

(f) Consulting Businesses Activities. In addition to the rights granted under Sections 2.1(a), subject to the terms and conditions of this Agreement (including Section 2.1(b) and Section 2.1(c)):

(i) DuPont, acting on behalf of itself and its Affiliates, hereby acknowledges and agrees that each of CHEMOURS FC and CHEMOURS TT and their respective Affiliates shall at all times have and retain, and each of CHEMOURS FC and CHEMOURS TT hereby expressly reserves for itself and its Affiliates, the worldwide rights under the CHEMOURS FC Licensed Patents and CHEMOURS TT Licensed Patents (as applicable) to, and to license or sublicense any Persons to conduct and otherwise engage in the applicable activities designated for CHEMOURS FC or CHEMOURS TT (as applicable) and described in Schedule B, in each case only as described therein and subject to such restrictions with respect thereto as set forth in Schedule B, in each case on an irrevocable, royalty-free and fully paid-up basis; and

(ii) DuPont, acting on behalf of itself and its Affiliates, hereby grants each of CHEMOURS FC and CHEMOURS TT and their respective Affiliates an irrevocable, royalty-free, fully paid-up, sublicenseable (to the extent permitted in Section 2.1(d)), worldwide, non-exclusive license in, to and under the Licensed Know-How to conduct and otherwise engage in the applicable activities designated for CHEMOURS FC or CHEMOURS TT (as applicable) and described in Schedule B, in each case only as described therein and subject to such restrictions with respect thereto as set forth in Schedule B.

For the avoidance of doubt, the reservations and grants set forth in the foregoing clauses (i) and (ii) in this Section 2.1(f) shall not, and shall not be deemed to, render any other right of or grant to CHEMOURS FC or CHEMOURS TT in this Agreement that is not non-exclusive (*e.g.*, an exclusive license) to be non-exclusive or otherwise limit such right or grant.

(g) By-Products, Impurities and Intermediates of Chemours Products. For the avoidance of doubt, subject to the terms and conditions of this Agreement (including Section 2.1(b) and Section 2.1(c)), the rights granted under Section 2.1(a) shall include the rights to make or have made any by-product, impurity or intermediate of any process to make any Chemours Product in connection with exercising such rights granted under Section 2.1(a), in each case without limiting any of the restrictions and exclusions hereunder.

(h) Third Party Rights. Notwithstanding anything to the contrary herein, the licenses granted under this Section 2.1, including any exclusivity thereof, are subject to any rights of or obligations owed to any Third Parties with respect to the applicable Licensed IP pursuant to agreements existing as of the Effective Date between the applicable Licensor or its Affiliates and such Third Parties.

Section 2.2 Licenses to DuPont of CHEMOURS FC and CHEMOURS TT Licensed Patents.

(a) License Grant. Subject to the terms and conditions of this Agreement, acting on behalf of itself and its Affiliates, each of CHEMOURS FC (with respect to the CHEMOURS FC Licensed Patents) and CHEMOURS TT (with respect to the CHEMOURS TT Licensed Patents) hereby grants DuPont an irrevocable, royalty-free, fully paid-up, sublicenseable (to the extent permitted in Section 2.2(c)), worldwide license in, to and under the CHEMOURS FC Licensed Patents (with respect to CHEMOURS FC and its Affiliates) and the CHEMOURS TT Licensed Patents (with respect to CHEMOURS TT and its Affiliates) to make, have made, offer for sale, sell, import, export and use:

(i) any Chemours Non-Exclusive Make & Sell Products, which license to make and have made (and to import and export in conjunction therewith) shall be non-exclusive, and which (subject to Sections 2.2(a)(ii), (iii), (iv) and (vi)) license to offer for sale, sell and use (and to import and export in conjunction therewith) shall be non-exclusive outside of the Chemours Exclusive Make & Sell End-Uses;

(ii) with respect to each Chemours Product, anything described on Schedule A in the corresponding column labelled “Excluded Products and Fields”, which license shall be exclusive;

(iii) any VF Products, which license shall be exclusive, provided, however, that the foregoing shall not restrict CHEMOURS FC or CHEMOURS TT (or their respective permitted Chemours Sublicensees) from engaging in the Permitted VF Activities;

(iv) any PV Products, which license shall be exclusive, provided, however, that the foregoing shall not restrict CHEMOURS FC or CHEMOURS TT (or their respective permitted Chemours Sublicensees) from engaging in the Permitted PV Activities;

(v) in the Energy Storage Field, subject to such other terms and conditions as are mutually agreed in writing between the applicable Parties in the Energy Storage Collaboration Agreement or any other agreement between the applicable Parties specifically referencing this Agreement, anything (including products, End-Uses or activities) not exclusively licensed to CHEMOURS FC and CHEMOURS TT under Section 2.1(a), and which license shall be non-exclusive where CHEMOURS FC or CHEMOURS TT is granted non-exclusive rights under Section 2.1(a) and otherwise exclusive; and

(vi) anything (including products, End-Uses or activities) not expressly exclusively licensed to CHEMOURS FC and CHEMOURS TT under Section 2.1(a), which license shall be non-exclusive where CHEMOURS FC or CHEMOURS TT is granted non-exclusive rights under Section 2.1(a) and otherwise exclusive.

(b) DuPont Reserved Rights. Notwithstanding anything to the contrary herein (including any exclusivity granted under Section 2.1 or limitations under Section 2.2(a)), and in addition to the rights granted to DuPont under Section 2.2(a), acting on behalf of itself and its Affiliates, each of CHEMOURS FC and CHEMOURS TT hereby:

(i) acknowledges and agrees that DuPont and its Affiliates shall at all times have and retain, and DuPont hereby expressly reserves for itself and its Affiliates, the DuPont Reserved Rights; and

(ii) grants DuPont an irrevocable, royalty-free, fully paid-up, sublicenseable (to the extent permitted in Section 2.2(c)), worldwide license in, to and under the CHEMOURS FC Licensed Patents (with respect to CHEMOURS FC and its Affiliates) and the CHEMOURS TT Licensed Patents (with respect to CHEMOURS FC and its Affiliates) to exercise the DuPont Reserved Rights.

For the avoidance of doubt, the reservation and grants in this Section 2.2(b) shall be on a non-exclusive basis, provided, however, that the provisions of this Section 2.2(b) shall not, and shall not be deemed to, render any other right of or grant to DuPont in this Agreement that is not non-exclusive (*e.g.*, an exclusive license) to be non-exclusive or otherwise limit such right or grant.

(c) Sublicenses. DuPont may sublicense its rights under this Section 2.2 to its Affiliates and Third Parties (each such Affiliate and Third Party, a "DuPont Sublicensee," and, collectively with any Chemours Sublicensees, the "Sublicensees"), in each case without restriction. For clarity, granting a sublicense shall not relieve DuPont of any obligations hereunder and DuPont shall cause the DuPont Sublicensees which are Affiliates of DuPont to comply, and shall remain responsible for such DuPont Sublicensees' compliance, with the terms hereof applicable to DuPont.

(d) Non-Assertion. In addition to any licenses granted by CHEMOURS FC and CHEMOURS TT under Section 2.2(a), CHEMOURS FC hereby agrees not to assert (and shall cause its Affiliates not to assert) any (i) Patent that is associated with any Chemours Fluoroelastomer Products in the DuPont "OneIP" database as of the Effective Date or (ii) Chemours Fluoroelastomer Products Know-How that is used in connection with any DuPont Perfluorinated Elastomers as of the Effective Date, in each case with respect to:

(i) DuPont or any of its Affiliates making, having made, using, selling, offering to sell or importing DuPont Perfluorinated Elastomers (on any scale) which DuPont or any of its Affiliates is making, having made, using, selling, offering to sell or importing on a commercial scale as of the Effective Date (and substantial equivalent DuPont Perfluorinated Elastomers thereof) in the same or substantially equivalent process as done as of the Effective Date; or

(ii) any licensee or sublicensee (each of the foregoing, as in effect as of the Effective Date) (including any customer or customer's customers of DuPont or any of its Affiliates or such authorized licensee or sublicensee) of DuPont or any of its Affiliates making, having made, using, selling, offering to sell or importing DuPont Perfluorinated Elastomers (on any scale) which such licensee or sublicensee is making, having made, using, selling, offering to sell or importing on a commercial scale as of the Effective Date (and substantial equivalent DuPont Perfluorinated Elastomers thereof) in the same or substantially equivalent process as authorized by DuPont or any of its Affiliates and as practiced as of the Effective Date.

(e) Consulting Businesses Activities. In addition to the rights granted and reserved under Sections 2.2(a) and 2.2(b), subject to the terms and conditions of this Agreement, each of CHEMOURS FC and CHEMOURS TT, acting on behalf of itself and its Affiliates, hereby acknowledges and agrees that DuPont and its Affiliates shall at all times have and retain, and DuPont hereby expressly reserves for itself and its Affiliates, the worldwide rights under the DuPont Licensed IP to, and to license or sublicense any Persons to, conduct and otherwise engage in the applicable activities designated for DuPont and described in Schedule B, in each case only as described therein and subject to such restrictions with respect thereto as set forth in Schedule B, in each case on an irrevocable, royalty-free and fully paid-up basis. For the avoidance of doubt, the provisions of this Section 2.2(e) shall not, and shall not be deemed to, render any other right of or grant to DuPont in this Agreement that is not non-exclusive (*e.g.*, an exclusive license) to be non-exclusive or otherwise limit such right or grant.

(f) Chemical and Biological Clearing House Operations. CHEMOURS FC and CHEMOURS TT understand that DuPont's Crop Chemicals business operates a Chemical and Biological Clearing House (CBCH) containing large numbers of samples of chemicals and that DuPont and its Affiliates exchange or sell those chemicals (directly or indirectly through others) and agree that, notwithstanding anything to the contrary in this Agreement, DuPont and its Affiliates may carry out such activities using the DuPont Licensed IP without restriction and, notwithstanding any other provision of this Agreement, the foregoing shall not constitute a breach or other violation of this Agreement.

(g) Third Party Rights. Notwithstanding anything to the contrary herein, the licenses granted under this Section 2.2, including any exclusivity thereof, are subject to any rights of or obligations owed to any Third Parties with respect to the applicable Licensed IP pursuant to agreements existing as of the Effective Date between the applicable Licensor or its Affiliates and such Third Parties.

Section 2.3 Reservation of Rights. Except as provided in the Separation Agreement or any Ancillary Agreement, each Party reserves its and its Affiliates' rights in and to all Intellectual Property that is not expressly licensed or otherwise granted hereunder. Without limiting the foregoing, this Agreement and the licenses and rights granted herein do not, and shall not be construed to, confer any rights upon either Party, its Affiliates, or its Sublicensees by implication, estoppel, or otherwise as to any of the other Party's or its Affiliates' Intellectual Property, except as otherwise expressly set forth herein. Except as set forth in this Agreement, this Agreement shall not restrict DuPont's or its Affiliates' ability to purchase and use any product (including products obtained from another Party or Third Parties) for any purpose, provided, however, that this provision shall not be construed to require any Party or any of its Affiliates to sell any product to the other Party.

Section 2.4 Analytical Methods; Instruments and Tools. Each Party acknowledges and agrees that:

(a) Each Party and its Affiliates shall have the right to use the Analytical Methods for any and all purposes, subject to and without limiting the restrictions and limitations on CHEMOURS FC's and CHEMOURS TT's licenses hereunder (including under Section 2.1(b) and Section 2.1(c)); and

(b) Data and other information produced or otherwise resulting from the use of an Analytical Method shall not be deemed to be Licensed Know-How only by virtue of the fact that such Analytical Method constitutes Licensed Know-How under this Agreement.

(c) For the avoidance of doubt, each of CHEMOURS FC, CHEMOURS TT and DuPont and their respective Affiliates shall be permitted to use the Licensed Know-How to make, have made, offer for sale, sell, import, export and use Instruments & Tools for the products it is permitted to make and sell under the terms of this Agreement, or to analyze products it purchases from any other Party or any other Person, and to make, have made, offer for sale, sell, import, export and use such Instruments & Tools to support the sales or use of any of such products or its own products; provided, however, that DuPont and its Affiliates shall not use information specific to the Exclusive Analyzers in developing such products. For clarity, data and other information produced or otherwise resulting from the use of such Instruments & Tools shall not be deemed to be Licensed Know-How only by virtue of the fact that such Instruments & Tools were made, offered for sale or sold, or operate using Licensed Know-How.

## ARTICLE III

## PROSECUTION AND MAINTENANCE; OWNERSHIP

Section 3.1 Responsibility and Cooperation.

(a) Subject to Section 3.2, Licensor shall be solely responsible for filing, prosecuting, and maintaining all Patents within the Licensed IP owned by Licensor. Licensor shall be responsible for all costs associated with filing, prosecuting, and maintaining such Patents. Without limiting the foregoing, each of CHEMOURS FC and CHEMOURS TT shall use commercially reasonable efforts to prosecute and maintain in good faith all Patents within the CHEMOURS FC Licensed Patents or CHEMOURS TT Licensed Patents (as applicable), in each case solely with respect to Patents having claims which relate to any products, End-Uses or activities in the Excluded Field.

(b) Licensee shall reasonably cooperate with Licensor with respect to providing such information or taking such other actions as may be mutually agreed by the Parties in writing in order to protect each Party's rights in the Licensed IP in connection with requirements or provisions of applicable Laws in local jurisdictions (such as, by way of example and without limitation, providing mutually agreed information to support Patent working requirements in India).

(c) The Parties agree to reasonably cooperate with each other with respect to preparing instruments (to be mutually agreed in writing by the Parties) to record Licensee as the licensee of the Licensed IP in any applicable foreign Governmental Entity or registrar where such recordation is required, in each case as and to the extent so required under the applicable Laws of such jurisdictions, and Licensee shall have the right to record such instrument with the applicable Governmental Entity or registrar, in each case at Licensee's sole cost and expense. Notwithstanding anything to the contrary in any such instrument, to the extent of any conflict or inconsistency between this Agreement and such instrument, this Agreement shall control. For clarity and without limiting the foregoing, any such instrument may or may not refer to this Agreement or include disclaimers, limitations or exceptions with respect to the Licensed IP or the licenses thereto and may be dated as of, before or after the Effective Date.

Section 3.2 Failure to Prosecute or Maintain.

(a) In the event that either Party as Licensor decides to forego prosecution or maintenance of a Patent for which it is allocated responsibility pursuant to Section 3.1, such Licensor (the "Abandoning Party") shall use commercially reasonable efforts to provide written notice to Licensee (or, if DuPont is the Abandoning Party, either CHEMOURS FC or CHEMOURS TT, at DuPont's election) at least thirty (30) days prior to the final deadline for taking a necessary step to continue to prosecute or maintain the applicable Patent (such notice, the "Assumption Notice"). Upon receipt of such Assumption Notice, such Licensee will have the option of assuming responsibility for such prosecution and maintenance at its sole expense. If such Licensee elects to assume responsibility for prosecution and maintenance pursuant to this Section 3.2, such Licensee shall notify the Abandoning Party in writing of such election within thirty (30) days (or such shorter period requested where the final deadline is in less than thirty (30) days or the Abandoning Party will be required to incur significant expense to continue or maintain a Patent) following such Assumption Notice from the Abandoning Party, and the Abandoning Party shall either:

(i) withdraw its decision to abandon and continue prosecuting or maintaining such Patent at its expense; or

(ii) assign its entire right, title, and interest in such Patent to Licensee; provided that the Abandoning Party shall:

(1) retain (and is hereby granted) a license with respect to the applicable Patent consistent with Section 2.1 (if the Abandoning Party is CHEMOURS FC or CHEMOURS TT, and such Patent shall thereafter be deemed a DuPont Licensed Patent hereunder) or Section 2.2 (if the Abandoning Party is DuPont, and such Patent shall thereafter be deemed a CHEMOURS FC Licensed Patent or CHEMOURS TT Licensed Patent (as applicable) hereunder), except that such license shall be nonexclusive, and

(2) have no other obligation thereby to assign any related Patents or Patent applications, including any Patents or Patent applications in such assigned Patent's family.

(b) For avoidance of doubt, if the applicable Licensee does not notify the Abandoning Party of its election in writing within thirty (30) days following the applicable Assumption Notice from the Abandoning Party (or such shorter period as specified in Section 3.2(a)), such Licensee (or, if DuPont is the Abandoning Party, both CHEMOURS FC and CHEMOURS TT) shall be deemed to have elected to not assume responsibility for prosecution and maintenance pursuant to this Section 3.2 and the Licensor may abandon such Patent or decide not to abandon such Patent.

(c) Neither Licensor shall be liable to any Licensee for any inadvertent, unintentional or unavoidable abandonment of any Patent of such Licensor. The assignee Party shall be responsible for preparing and filing assignment documents required for completing formalities to assign the applicable Patent pursuant to Section 3.2(a)(ii). In the event of an assignment of a Patent pursuant to Section 3.2(a)(ii), the Parties agree to reasonably cooperate in executing appropriate assignment documents provided by the assignee Party to complete such formalities, such as powers of attorney and documents for recording assignments for all such assigned Patents, upon request from the assignee Party. All out-of-pocket expenses associated with preparing and recording any assignment of a Patent under Section 3.2(a)(ii) shall be paid by the assignee Party. For the avoidance of doubt, (a) the assignee shall become responsible for all prosecution or maintenance as of the date of the notice indicating its desires for the assignment and (b) the assignee shall be responsible for all payments due to continue or maintain the Patent, including any expenses for legal services, fees and the like in bills received after receipt of the Assumption Notice (unless the Licensor decides not to abandon the Patent in accordance with the foregoing clause (b)). (If requested by the assignor, the assignee shall promptly reimburse the assignor for any such fee or expense.) If a Patent is assigned under Section 3.2(a)(ii), then, unless otherwise agreed in writing, the assignee may abandon such Patent without notice or obligation of assignment to the other Party.

(d) Notwithstanding the foregoing, each Licensor shall be (i) free to abandon unpublished patent applications and patent proposals and (ii) shall have no obligation to file any national or regional application based on any international or regional patent applications or filings (including any PCT or EPO applications) whether or not designated under such applications or filings, and such Licensor shall not be obligated to file any patent application based on any patent proposal (in the case of (i)) or designation (in the case of (ii)), in each case without any obligation of notice or assignment in connection with any of the foregoing. No advanced notice thereof shall be required, and such Licensor shall notify the Licensee(s) within thirty (30) days after receiving from Licensee a written request for a status update with respect thereto.

(e) For the purposes of this Section 3.2 only, notices concerning abandoning and assignment of Patents may be sent by e-mail to an e-mail account designated by each Party for sending and receiving such notices, each of which e-mail accounts as of the date hereof is set forth below and can be changed by sending advance written notice to the other Parties at their identified e-mail accounts:

| | |
|---|---|
| Email Account for DuPont: | *erik.w.perez@dupont.com* |
| Email Account for CHEMOURS FC: | *patentlegal@chemours.com* |
| Email Account for CHEMOURS TT: | *patentlegal@chemours.com* |

Section 3.3 Sale of Licensed Patents by Licensor. Licensor and its Affiliates shall be free to sell, convey or transfer any Patent licensed by it hereunder so long as the sale, conveyance or transfer is accomplished subject to any rights hereunder of each Licensee and its Affiliates.

Section 3.4 Ownership. As between the Parties, Licensee acknowledges and agrees that (i) CHEMOURS FC owns the CHEMOURS FC Licensed Patents, CHEMOURS TT owns the CHEMOURS TT Licensed Patents and DuPont owns the DuPont Licensed IP, (ii) except as provided in Section 3.2, neither Licensee, nor its Affiliates or its Sublicensees, will acquire any ownership rights in the Licensed IP owned by the Licensor, and (iii) Licensee shall not, and shall cause its Affiliates and its Sublicensees to not, represent that they have an ownership interest in any of the Licensed IP owned by the Licensor.

Section 3.5 No Additional Obligations. This Agreement shall not obligate either Party to disclose to the other Party, or maintain, register, prosecute, pay for, enforce, or otherwise manage any Intellectual Property except as expressly set forth herein.

## ARTICLE IV

## ENFORCEMENT

Section 4.1 Notification. If Licensee becomes aware of (a) any Third Party activities that constitute, or would reasonably be expected to constitute, an infringement, misappropriation, or other violation of any Exclusively Licensed IP licensed to such Licensee in the field where the Licensee has an exclusive license hereunder ("Third Party Infringement") or (b) any written Third Party allegations of invalidity or unenforceability of any Exclusively Licensed IP licensed to such Licensee ("Invalidity Allegations"), Licensee shall promptly notify Licensor thereof in writing.

Section 4.2 Defense and Enforcement. Licensor shall have the sole initial right, but not the obligation, to elect to bring an Action or enter into settlement discussions regarding Third Party Infringements and Invalidity Allegations with respect to any Exclusively Licensed IP licensed by such Licensor at Licensor's sole expense. If Licensor does not so elect for a Third Party Infringement or Invalidity Allegation with respect to such Exclusively Licensed IP within one-hundred eighty (180) days after receiving notice from Licensee pursuant to Section 4.1, or Licensor providing notice to Licensee thereof, Licensor shall promptly notify Licensee in writing and such Licensee shall have the right to bring an Action or enter into settlement discussions regarding such Third Party Infringement or Invalidity Allegations at its sole expense; provided, further, that (i) if Licensor does not bring such an Action or elect to (or does not notify Licensee of its election to) bring such an Action for a Third Party Infringement or to defend an Invalidity Allegation with respect to such Exclusively Licensed IP by ten (10) Business Days before the deadline for filing the applicable filing or response, such Licensee shall have the right to bring an Action regarding such Third Party Infringement or Invalidity Allegations at its sole expense, and (ii) Licensor shall have no liability for failing to so notify Licensee as provided in this sentence of this Section 4.2. The Party that elects to bring an Action or enters into settlement discussions in accordance with this Section 4.2 (the "Enforcing Party") shall control such Action or settlement discussions (as applicable). Notwithstanding the foregoing, if Invalidity Allegations arise in an opposition, interference, reissue proceeding, reexamination or other proceeding before any patent office, the Licensor of the applicable Patent shall have the right to defend such Invalidity Allegations or enter into settlement discussions with respect thereto.

Section 4.3 Cooperation. If the Enforcing Party brings an Action or enters into settlement discussions in accordance with Section 4.2, each other Party shall provide reasonable assistance in connection therewith, at the Enforcing Party's request and expense. The Enforcing Party shall keep such other Party(ies) regularly informed of the status and progress of such Action or settlement discussions and shall reasonably consider comments of the other Party(ies) in connection therewith. Notwithstanding anything to the contrary herein, such other Party(ies) may, at its sole discretion and expense, join as a party to such Action or proceeding; provided that, if necessary for standing purposes, such Party(ies) shall so join such Action or proceeding upon the Enforcing Party's reasonable request and at the Enforcing Party's expense. Such other Party(ies) shall have the right to be represented by counsel (which shall act in an advisory capacity only, except for matters solely directed to such Party) of its own choice in any such Action or proceeding at its own expense.

Section 4.4 Settlements. Notwithstanding anything to the contrary herein, the Enforcing Party shall not settle any Third Party Infringement or Invalidity Allegations without the prior written consent (not to be unreasonably withheld) of (i) DuPont (if CHEMOURS FC or CHEMOURS TT is the Enforcing Party) or (ii) either CHEMOURS FC or CHEMOURS TT (if DuPont is the Enforcing Party), in each case if doing so would (a) adversely affect the validity, enforceability, or scope, or admit non-infringement, of any Licensed IP owned by another Party as Licensor, (b) give rise to liability or any other obligations of the other Party, its Affiliates, or its Sublicensees for which the Party settling the matter is unwilling or unable to, and otherwise does not, provide full indemnification or (c) specifically or by operation of law, grant or waive any of Licensor's rights under any Licensed IP owned by another Party as Licensor (including the right to exclude or bring an action for recovery of damages).

Section 4.5 Costs, Expenses, and Damages. Any and all amounts recovered by the Enforcing Party in any Action regarding a Third Party Infringement or Invalidity Allegation or settlement thereof shall, unless otherwise agreed, including in an agreement in connection with obtaining consent to settlement, be allocated first to reimburse the Enforcing Party's out-of-pocket costs and expenses incurred in connection with such Action or settlement and next to DuPont's (if CHEMOURS FC or CHEMOURS TT is the Enforcing Party) or CHEMOURS FC's and CHEMOURS TT's collective (if DuPont is the Enforcing Party) out-of-pocket costs and expenses incurred in connection with such Action or settlement. Any and all such recovered amounts remaining following such initial allocation shall be (i) retained by the Licensee with respect to amounts recovered with respect to any Exclusively Licensed IP licensed to such Licensee, and (ii) otherwise retained by the Licensor.

Section 4.6 Patent Challenge Provision.

(a) During the Term, in the event any Party or its Affiliate (such Party, the "Challenging Party") determines to initiate or participate in a Patent Challenge against (i) DuPont, any of its Affiliates or any other owner of any of the DuPont Licensed Patents (if CHEMOURS FC or CHEMOURS TT is the Challenging Party) or (ii) CHEMOURS FC or CHEMOURS TT, any of their respective Affiliates or any other owner of any of the CHEMOURS FC Licensed Patents or CHEMOURS TT Licensed Patents (as applicable) (if DuPont is the Challenging Party) (such of DuPont with respect to the foregoing clause (i) or CHEMOURS FC or CHEMOURS TT with respect to the foregoing clause (ii), the "Challenged Party", and such Patents with respect to such Patent Challenge, the "Challenged Patents"), the Challenging Party shall provide the Challenged Party with at least ninety (90) days prior written notice of such determination ("90 Day Notice Period"), and together with such notice, a competent opinion of counsel outlining the legal position the Challenging Party intends to assert against the Challenged Patents. Without limiting the foregoing, and subject to the remaining provisions of this Section 4.6, the Challenging Party hereby further agrees to bring any such Patent Challenge with respect to any United States Patent in the United States District Court for the District of Delaware in Wilmington, Delaware or the United States Patent and Trademark Office, as applicable. During the 90 Day Notice Period: (i) the Parties may refer this matter to their respective management in order to attempt to resolve the dispute; and (ii) the Challenged Party shall have a right to give notice to the Challenging Party of the Challenged Party's intent to have the dispute addressed by either binding or non-binding alternative dispute resolution proceedings, held in Wilmington, Delaware or, in the case of EMEA patent properties, in Geneva, Switzerland, in accordance with fair and equitable practices recommended by the American Arbitration Association, and upon providing such notice, any Patent Challenge shall be subject to such alternative dispute resolution proceeding. The Challenged Party may share information concerning any Patent Challenge with a co-owner or licensee of any challenged patent or patent application, and legal counsel.

(b) In the event that the Patent Challenge under the foregoing clause (a) is to be brought in a country that has a time period for bringing a Patent Challenge of four (4) months or less from the Patent grant date, the 90-Day Notice Period shall be reduced to thirty (30) days.

(c) In the event that any Patent Challenge brought under the foregoing clause (a) does not result in final determination that all of the Challenged Patents are invalid and unenforceable, the Challenging Party shall reimburse the Challenged Party for all legal fees and expenses incurred in its defense of the Patent Challenge.

(d) The foregoing Patent Challenge provisions shall not apply in the situation that a Party or its Affiliate is defending itself against any Action asserting the infringement or other violation of the applicable Challenged Patent.

## ARTICLE V

## DISCLAIMERS; LIMITATIONS OF LIABILITY; OTHER COVENANTS

Section 5.1 Disclaimer. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, ALL LICENSES IN THIS AGREEMENT, INCLUDING WITH RESPECT TO ALL PATENTS AND KNOW-HOW (INCLUDING THE DUPONT LICENSED ENGINEERING AND PROCESS STANDARDS AND POLICIES), ARE BEING MADE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE (A) AS TO THEIR VALUE OR FREEDOM FROM ANY SECURITY INTERESTS; (B) AS TO TITLE, NONINFRINGEMENT, VALIDITY, ACCURACY OF INFORMATIONAL CONTENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT A PARTY OR ITS AFFILIATES KNOWS OR HAS REASON TO KNOW ANY SUCH PURPOSE) OR ANY OTHER MATTER, INCLUDING ANY WARRANTY (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE; OR (C) AS TO THE LEGAL SUFFICIENCY TO GRANT ANY RIGHTS THEREIN AND AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AND NEITHER PARTY, NOR ANY OF ITS REPRESENTATIVES, MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITH RESPECT TO THE LICENSED IP, INCLUDING WITH RESPECT TO THE MATTERS DESCRIBED IN THE FOREGOING CLAUSES (A)-(C). WITHOUT LIMITING THE FOREGOING, EACH LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ALL LICENSES IN THIS AGREEMENT, INCLUDING WITH RESPECT TO ALL PATENTS AND KNOW-HOW (INCLUDING THE DUPONT LICENSED ENGINEERING AND PROCESS STANDARDS AND POLICIES), ARE BEING MADE “AS IS, WHERE IS,” AND, INTER ALIA, SUBJECT TO ANY AGREEMENTS OF THE PARTIES EXISTING AS OF THE EFFECTIVE DATE, AND EACH LICENSEE SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT ANY LICENSES IN THIS AGREEMENT, INCLUDING WITH RESPECT TO ALL PATENTS AND KNOW-HOW AND THE DUPONT LICENSED ENGINEERING AND PROCESS STANDARDS AND POLICIES, SHALL PROVE TO BE INSUFFICIENT OR OTHERWISE IMPAIRED.

Section 5.2 Limitations on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, AND EXCEPT AS SET FORTH IN, AND SUBJECT TO, THE SEPARATION AGREEMENT, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, INCLUDING THE BREACH OR ALLEGED BREACH OF THIS AGREEMENT, THE PATENTS OR KNOW-HOW, OR ANY IMPROVEMENT, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME, AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, CRIMINAL LIABILITY, OR OTHER FAULT.

Section 5.3 Compliance. All activities of DuPont, CHEMOURS FC and CHEMOURS TT and their respective Affiliates pursuant to this Agreement shall comply with all applicable Laws, including the export control Laws of the United States.

## ARTICLE VI

## CONFIDENTIALITY

Section 6.1 Disclosure and Use Restrictions. Except as expressly provided herein (including in the Schedules hereto), each Recipient agrees that it shall, and shall cause its Affiliates and its Sublicensees to keep confidential and shall not publish or otherwise disclose any Confidential Technical Information at any time after the Effective Date. A Recipient may use Confidential Technical Information only to the extent within its licensed or retained rights thereto under this Agreement. The restrictions in the two immediately preceding sentences shall not apply (including with respect to DuPont Licensed Engineering and Process Standards, except where otherwise stated) to disclosure of Confidential Technical Information as to which a Party is a Recipient:

(a) to the Recipient's Affiliates or its or their respective directors, officers, employees, agents, contractors and advisors ("Representatives") to the extent reasonably necessary for the Recipient to perform its obligations or exercise its rights under this Agreement, provided that such Representatives have undertaken an obligation of secrecy through an agreement with Recipient or its Affiliate or through professional ethical obligations arising out of a professional relationship with Recipient or its Affiliate;

(b) to Third Parties (including suppliers (including contractors), customers and potential customers) (but not in the context of a license or a sublicense), provided that such disclosure is subject to secrecy and non-use obligations of a customary nature for disclosures of confidential Know-How of a similar nature (including that, for the avoidance of doubt, such disclosures shall be consistent with the good faith practices and policies of the Recipient based upon (i) the subject matter (*e.g.*, type and depth (extent or level of detail)) of the applicable Confidential Technical Information and (ii) the identity of the recipient thereof (*e.g.*, the same recipients or similarly situated recipients));

(c) in publications in the ordinary course of business within the fields licensed to or retained by such Recipient hereunder, provided that such disclosure is of the general type of information of the nature that is normally published in trade literature, brochures, technical, business or news publications, MSDS's and the like without a secrecy obligation;

(d) pursuant to an order of a court or other Governmental Entity or as required by applicable Law (including if required by applicable Law in connection with a Recipient's good-faith pursuit of a bona fide business interest); provided that the Recipient provides the Licensor to the extent practicable with reasonable advance written notice thereof and uses diligent and commercially reasonable efforts and reasonably cooperates with the Licensor to obtain confidential treatment and, if available, an appropriate protective order therefor, if applicable, and only furnishes that Confidential Technical Information that it is advised by counsel that it is legally required to furnish;

(e) to the extent such Confidential Technical Information is incorporated into an application for a Patent filed in the ordinary course of business or in related papers (*e.g.*, information disclosure statements, office action responses, appeal briefs, declarations, interference papers) and only to the extent reasonably believed required by applicable Law by Patent counsel for the Recipient in connection with any such application or related papers at the time of such filing or response;

(f) to Recipient's Sublicensees (or, where DuPont is the Recipient, any of DuPont's licensees or sublicensees) to the extent reasonably necessary to enable such Persons to exercise any license or sublicense rights (as applicable) that they have been granted to or retained under the Licensed IP licensed pursuant to the terms hereof, provided that wholly owned Affiliates shall be subject to obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Article VI and other Persons shall be subject to secrecy and non-use obligations of a customary nature for disclosures of confidential Know-How of a similar nature (including that, for the avoidance of doubt, such disclosures shall be consistent with the good faith practices and policies of the Recipient based upon (i) the subject matter of (e.g., type and depth (extent or level of detail)) of the applicable Confidential Technical Information) in such context and (ii) the identity of the recipient thereof (e.g., the same recipients or similarly situated recipients); and

(g) subject to Section 7.2, to the extent reasonably necessary in connection with a potential or actual financing or assignment or sale of all or substantially all of the business or assets or any portion thereof to which this Agreement relates to the extent permitted hereunder, provided that such Persons shall be subject to obligations of confidentiality and non-use subject to secrecy and non-use obligations of a customary nature for disclosures of confidential Know-How of a similar nature (including that, for the avoidance of doubt, such disclosures shall be consistent with the good faith practices and policies of the Recipient based upon (i) the subject matter of (e.g., type and depth (extent or level of detail)) of the applicable Confidential Technical Information) in such context and (ii) the identity of the recipient thereof (e.g., the same recipients or similarly situated recipients).

Section 6.2 Notification by the Receiving Party. The Recipient shall promptly notify the Licensor of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Technical Information of the Licensor by any Person which may become known to the Recipient.

Section 6.3 DuPont Licensed Engineering and Process Standards and Policies. Notwithstanding any other provision of this Agreement, the DuPont Licensed Engineering and Process Standards and Policies licensed hereunder shall (a) not be disclosed or provided by CHEMOURS FC or CHEMOURS TT to any Person other than their Affiliates that have a reasonable need to access such information for purposes of conducting the Chemours Business (subject to the terms hereof) and maintain the confidentiality thereof, (b) not include any other Know-How (including any standards, tools, and documents) referenced but not specifically and fully disclosed, explicated, and set forth therein, (c) be implemented and used by CHEMOURS FC and CHEMOURS TT subject to their own training with respect thereto (and DuPont shall have no obligation with respect to any such training), and (d) be destroyed by CHEMOURS FC, CHEMOURS TT or any of their Affiliates, in relevant part, upon CHEMOURS FC, CHEMOURS TT or any of their Affiliates determining that the same has become obsolete or superseded by any other standard, protocol, policy, or process (or, upon the expiration of the one (1) year transition period, following a Change of Control as provided in Section 7.2). The Parties acknowledge that from time to time applicable Law may conflict with and supersede aspects of DuPont Licensed Engineering and Process Standards and Policies.

Section 6.4 Transfer of Know-How. For the avoidance of doubt, nothing under this Agreement shall obligate Licensor to provide or otherwise make available to Licensee any copies or embodiments of any Know-How or make or provide or otherwise make available to Licensee any updates to any Know-How (even if Licensor or its Affiliates updates same for their own use).

Section 6.5 Survival. The confidentiality and nondisclosure obligations of this Article VI shall survive the expiration or termination of this Agreement in perpetuity.

## ARTICLE VII

## TERM

Section 7.1 Term. Except as provided in Section 7.2, the terms of the licenses and other grants of rights under this Agreement shall as applicable, survive any expiration or earlier termination of this Agreements, and shall extend for the following durations: (a) with respect to each Patent that is included in Licensed IP, until expiration of the last Valid Claim included in such Patent and (b) with respect to all Know-How that is included in Licensed IP, until the earlier of (i) the twentieth (20th) anniversary of the Effective Date (without limiting the perpetual confidentiality and nondisclosure obligations set forth in Article VI) or (ii) when such Know-How becomes subject to an exception provided in the definition of "Confidential Technical Information", unless earlier terminated pursuant to the provisions hereof (collectively, the "Term"). Except as provided in Section 7.2, after the twentieth (20th) anniversary of the Effective Date (without limiting the perpetual confidentiality and nondisclosure obligations set forth in Article VI), all licenses and reservations concerning the Licensed Know-How (other than the DuPont Licensed Engineering and Process Standards and Policies) shall automatically become fully-paid, perpetual and irrevocable, and each Party shall have the non-exclusive right to use the Licensed Know-How for any and all products and fields of use, including the right to license or sublicense the same to anyone. Except as otherwise expressly set forth in Section 7.2, this Agreement may not be terminated unless agreed to in writing by the Parties.

Section 7.2 Termination of Licenses to the DuPont Licensed Engineering Process Standards and Policies for Change of Control.

(a) In the event of a Change of Control of CHEMOURS FC, CHEMOURS TT or any of their Affiliates to a DuPont Competitor (or to any Affiliate of a DuPont Competitor where such Change of Control would give the DuPont Competitor or any of its Affiliates rights in or access to the DuPont Licensed Engineering Process Standards and Policies, or any successor thereof or thereto, the licenses granted to CHEMOURS FC and CHEMOURS TT with respect to the DuPont Licensed Engineering and Process Standards and Policies shall immediately and automatically terminate; provided that CHEMOURS FC and CHEMOURS TT shall, subject to and only to the extent permitted under Section 2.1(c), be permitted to continue to use such DuPont Licensed Engineering and Process Standards and Policies for a period up to the Standards Adopted Date to the extent necessary to operate and maintain the applicable Chemours Assets (subject to the terms hereof) and transition to alternative engineering process standards and policies.

(b) Upon termination of any license hereunder pursuant to Section 7.2(a), CHEMOURS FC and CHEMOURS TT shall, and shall ensure that the Chemours Sublicensees, within fifteen (15) Business Days of any request by DuPont following the transition period set forth in Section 7.2(a), return to DuPont or, at CHEMOURS FC's or CHEMOURS TT's election, destroy all DuPont Licensed Engineering and Process Standards and Policies that are in their possession or control as of the date of termination, including all copies, adaptations, translations and derivative works thereof. Without limiting the foregoing, upon expiration or termination of the license granted in Section 2.1(c), CHEMOURS FC and CHEMOURS TT shall, and shall ensure that the Chemours Sublicensees, within fifteen (15) Business Days of any request by DuPont, return to DuPont, or at CHEMOURS FC's or CHEMOURS TT's election destroy all DuPont Licensed Engineering and Process Standards and Policies that are in their possession or control as of the date of expiration or termination, and CHEMOURS FC and CHEMOURS TT shall provide to DuPont a certification from a duly authorized officer of CHEMOURS FC or CHEMOURS TT (as applicable) certifying that CHEMOURS FC or CHEMOURS TT (as applicable) has destroyed all such DuPont Licensed Engineering and Process Standards and Policies, including all copies, adaptations, translations and derivative works thereof.

## ARTICLE VIII

## MISCELLANEOUS

Section 8.1 Amendment. This Agreement may not be modified or amended except by an agreement in writing signed by the Parties.

Section 8.2 Waiver. Any consent required or permitted to be given by any Party to the other Parties under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party. No failure or delay on the part of any Party in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of such right preclude other or further exercise thereof or any other right.

Section 8.3 Complete Agreement. This Agreement, including the Appendices, Schedules and Exhibits hereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. Without limiting the foregoing, this Agreement amends and restates in its entirety as of the Effective Date that Second Amended and Restated Intellectual Property Cross-License Agreement between the Parties of even date herewith, and all references to such Intellectual Property Cross-License Agreement shall refer to this Agreement. Notwithstanding any other provision in this Agreement to the contrary, for clarity, with respect to any IT Assets in which any Patents or Know-How is contained, stored, represented or embodied, this Agreement shall govern each Party's rights and obligations with respect to such Patents or Know-How.

Section 8.4 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Parties (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable, in whole or in part, to (i) an Affiliate or (ii) a bona fide Third Party in connection with a merger, reorganization, consolidation or the sale or other transfer of all or a portion of the business or assets of a Party or its Affiliates to which this Agreement relates, so long as the resulting, surviving or transferee entity assumes all of the applicable obligations of the relevant Party by operation of law or pursuant to a written agreement (provided that, for clarity, CHEMOURS FC and CHEMOURS TT shall not assign their respective rights hereunder with respect to the DuPont Licensed Engineering and Process Standards and Policies to a DuPont Competitor (or to any Affiliate of a DuPont Competitor, or any successor thereof or thereto), where such assignment would give the DuPont Competitor or any of its Affiliates rights in or access to the DuPont Licensed Engineering Process Standards and Policies, without DuPont's prior written consent, except, subject to Section 7.2, in the case of a Change of Control). No assignment permitted by this Section 8.4 shall release the assigning Party from liability for the full performance of its obligations under this Agreement prior to such assignment (or, with respect to any assignments of this Agreement in part, following such assignment with respect to such parts of this Agreement not so assigned). At the written request of a Party, the other Party shall promptly notify the requesting Party in writing of all Persons to which this Agreement or any part hereof has been assigned (and provide any other information reasonably requested in connection therewith).

Section 8.5 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions. With respect to this, if a country or other jurisdiction does not permit perpetual confidentiality provisions then such provisions herein shall be interpreted to run for ninety-nine (99) years or the longest term permitted by applicable Law in such location.

Section 8.6 Notices. Except as provided in Section 3.2(e) and without limiting Section 8.7, all notices, requests, claims, demands, and other communications hereunder shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery of an original via overnight courier service or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.6):

If to CHEMOURS FC, to:

The Chemours Company FC, LLC
1007 Market Street
Wilmington, DE 19899
Attention: Corporate Secretary

If to CHEMOURS TT, to:

The Chemours Company TT, LLC
1007 Market Street
Wilmington, DE 19899
Attention: Corporate Secretary

If to DuPont, to:

E. I. du Pont de Nemours and Company
1007 Market Street
Wilmington, DE 19898
Attn: General Counsel

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attn: Lou R. Kling
Brandon Van Dyke

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address shall be effective only upon receipt thereof).

Section 8.7 Notifications and Elections with respect to CHEMOURS FC and CHEMOURS TT. Notwithstanding anything to the contrary herein, (i) any notices or other rights required to be provided to CHEMOURS FC or CHEMOURS TT or both may be provided to CHEMOURS FC or CHEMOURS TT, at DuPont's option, and shall be effective as to both CHEMOURS FC and CHEMOURS TT in such event, and (ii) any notices provided, consents or approvals of elections made or activities conducted by CHEMOURS FC or CHEMOURS TT hereunder shall be binding upon both CHEMOURS FC and CHEMOURS TT unless expressly stated otherwise by CHEMOURS FC or CHEMOURS TT in such notice, consent or approval.

Section 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, provided that all questions concerning the construction or effect of patent applications and patents, and the provisions of the agreement concerning patent challenges, shall be decided in accordance with the laws of the country in which the particular patent application or patent concerned has been filed or granted, as the case may be.

Section 8.9 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party or Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of Appendix II (including for the avoidance of doubt, after compliance with all notice and negotiation provisions therein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation, that no adequate remedy at law would exist and damages would be difficult to determine, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 8.10 Dispute Resolution. The provisions of Appendix II shall govern any Disputes in accordance with the terms thereof.

Section 8.11 Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by a Licensor are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the United States Bankruptcy Code regardless of the form or type of intellectual property under or to which such rights and licenses are granted and regardless of whether the intellectual property is registered in or otherwise recognized by or applicable to the United States of America or any other country or jurisdiction. The Parties agree that the Parties, as licensees of such rights under this Agreement, will retain and may fully exercise all of their rights and elections under the United States Bankruptcy Code. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against a Party under the United States Bankruptcy Code, the Party hereto that is not a Party to such proceeding will be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in the non-subject Party's possession, will be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon the non-subject Party's written request therefore, unless the Party subject to such proceeding continues to perform all of its obligations under this Agreement or (b) if not delivered under clause (a) above, following the rejection of this Agreement by or on behalf of the Party subject to such proceeding upon written request therefore by the non-subject Party.

Section 8.12 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 8.13 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

Section 8.14 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, and except as otherwise expressly set forth herein, all costs and expenses (including legal fees, accounting fees, investment banking fees, and filing fees) incurred in connection with the transactions contemplated by this Agreement shall be paid by the Party incurring such expenses.

Section 8.15 Parties in Interest. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than DuPont, CHEMOURS TT and CHEMOURS FC (and their respective Subsidiaries) and their respective successors and permitted transferees and assigns, any rights or remedies under or by reason of this Agreement.

Section 8.16 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

Section 8.17 Relationship of the Parties. Nothing contained herein shall be deemed to create a partnership, joint venture, or similar relationship between the Parties. Neither Party is the agent, employee, joint venturer, partner, franchisee, or representative of the other Party. Each Party specifically acknowledges that it does not have the authority to, and shall not, incur any obligations or responsibilities on behalf of the other Party. Notwithstanding anything to the contrary in this Agreement, each Party (and its officers, directors, agents, employees, and members) shall not hold themselves out as employees, agents, representatives, or franchisees of the other Party or enter into any agreements on such Party's behalf.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

E. I. DU PONT DE NEMOURS AND COMPANY

By: /s/ Chen Wang
Name: Chen Wang
Title: Corporate Counsel

THE CHEMOURS COMPANY FC, LLC

By: /s/ Nigel Pond
Name: Nigel Pond
Title: Vice President

THE CHEMOURS COMPANY TT, LLC

By: /s/ Nigel Pond
Name: Nigel Pond
Title: Vice President

## Appendix I

### Certain Definitions

"Action" shall mean any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

"Affiliate" shall mean, when used with respect to a specified Person, a Person and at a point in, or with respect to a period of, time, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person at such point in or during such period of time. For the purposes of this definition, "control", when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that Chemours and its Subsidiaries shall not be deemed Affiliates of DuPont or any of its Affiliates.

"Ancillary Agreements" shall mean any agreements to be entered into by and between DuPont or any of its Affiliates, on one hand, and Chemours or any of its Affiliates, on the other hand in connection with the transactions contemplated under the Separation Agreement.

"Business Day" shall mean any day other than Saturday or Sunday and any other day on which commercial banking institutions located in New York, New York are required, or authorized by Law, to remain closed.

"Chemours" shall mean The Chemours Company.

"Contract" shall mean any agreement, contract, subcontract, obligation, binding understanding, note, indenture, instrument, option, lease, promise, arrangement, release, warranty, license, sublicense, insurance policy, benefit plan, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

"Governmental Entity" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational, or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

"Intellectual Property" shall mean all U.S. and foreign: (i) trademarks, trade dress, service marks, certification marks, logos, slogans, design rights, names, corporate names, trade names, Internet domain names, social media accounts and addresses and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, "Trademarks"); (ii) Patents; (iii) copyrights and copyrightable subject matter, excluding Know-How (collectively, "Copyrights"); (iv) Know-How; (v) all applications and registrations for the foregoing; and (vi) all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof.

"IT Assets" shall mean all software, computer systems, telecommunications equipment, databases, Internet Protocol addresses, data rights and documentation, reference, resource and training materials relating thereto, and all Contracts (including Contract rights) relating to any of the foregoing (including software license agreements, source code escrow agreements, support and maintenance agreements, electronic database access contracts, domain name registration agreements, website hosting agreements, software or website development agreements, outsourcing agreements, service provider agreements, interconnection agreements, governmental permits, radio licenses and telecommunications agreements).

"Law" shall mean any applicable U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

"Person" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership, or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

"Security Interest" shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-entry, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws.

"Subsidiary" shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other Person in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity. It is expressly agreed that Chemours and its Subsidiaries shall not be deemed Subsidiaries of DuPont or any of its Affiliates.

## Appendix II

### Dispute Resolution

Section 1.1 Negotiation. In the event of a controversy, dispute or Action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to, this Agreement or the transactions contemplated hereby, including any Action based on contract, tort, statute or constitution (collectively, "Disputes"), the general counsels of the Parties (or such other individuals designated by the respective general counsels) and/or the executive officers designated by the Parties, shall negotiate for a reasonable period of time to settle such Dispute; provided that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed ninety (90) days (the "Negotiation Period") from the time of receipt by a Party of written notice of such Dispute ("Dispute Notice"); provided, further, that in the event of any arbitration in accordance with Section 1.2 of this Appendix II, the Parties shall not assert the defenses of statute of limitations and laches arising during the period beginning after the date of receipt of the Dispute Notice, and any contractual time period or deadline under this Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved.

Section 1.2 Arbitration. If the Dispute has not been resolved for any reason after the Negotiation Period, such Dispute shall be submitted to final and binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "Rules"), except as modified herein.

(a) The arbitration shall be conducted by a three-member arbitral tribunal (the "Arbitral Tribunal"). The claimant shall nominate one arbitrator in accordance with the Rules, and the respondent shall nominate one arbitrator in accordance with the Rules within twenty-one days (21) after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be jointly nominated by the two party-nominated arbitrators within twenty-one (21) days of the confirmation of the appointment of the second arbitrator. If any arbitrator is not appointed within the time limit provided herein, such arbitrator shall be appointed by the AAA in accordance with the listing, striking and ranking procedure in the Rules. The arbitrators shall be attorneys with experience in intellectual property disputes.

(b) The arbitration shall be held, and the award shall be rendered, in New York, New York, in the English language.

(c) For the avoidance of doubt, by submitting their dispute to arbitration under the Rules, the Parties expressly agree that all issues of arbitrability, including all issues concerning the propriety and timeliness of the commencement of the arbitration (including any defense based on a statute of limitation, if applicable), the jurisdiction of the Arbitral Tribunal, and the procedural conditions for arbitration, shall be finally and solely determined by the Arbitral Tribunal.

(d) Without derogating from Section 1.2(e) of this Appendix II, the Arbitral Tribunal shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal; or (B) prior to the constitution of the Arbitral Tribunal, an Emergency Arbitrator appointed in the manner provided for in the Rules. Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Agreement subject to specific performance in Section 8.9. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief, provided, however, that (i) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator; (ii) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction; and (iii) any Party shall retain the right to apply for freezing orders to prevent the improper dissipation of transfer of assets to a court of competent jurisdiction.

(e) The Arbitral Tribunal shall have the power to grant any remedy or relief that it deems just and equitable and that is in accordance with the terms of this Agreement, including specific performance and temporary or final injunctive relief, provided, however, that the Arbitral Tribunal shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement, nor any right or power to award punitive, exemplary or treble damages.

(f) The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys' fees and costs as well as those costs and fees addressed in the Rules, between the parties in the manner it deems fit.

(g) Arbitration under this Appendix II shall be the sole and exclusive remedy for any Dispute, and any award rendered thereby shall be final and binding upon the parties as from the date rendered. Judgment on the award rendered by the Arbitral Tribunal may be entered in any court having jurisdiction thereof, including any court having jurisdiction over the relevant Party or its Assets.

Section 1.3 Treatment of Arbitration. The Parties agree that any arbitration hereunder shall be kept confidential, and that the existence of the proceeding and all of its elements (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall be deemed confidential, and shall not be disclosed beyond the Arbitral Tribunal, the Parties, their counsel, and any Person necessary to the conduct of the proceeding, except as and to the extent required by law and to defend or pursue any legal right. In the event any Party makes application to any court in connection with this Section 1.3 of this Appendix II (including any proceedings to enforce a final award or any Interim Relief), that party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge.

Section 1.4 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement during the course of dispute resolution pursuant to the provisions of this Appendix II with respect to all matters not subject to such dispute resolution.

Section 1.5 Consolidation. The arbitrator may consolidate an arbitration under this Agreement with any arbitration arising under or relating to the Ancillary Agreements or any other agreement between the parties entered into pursuant hereto, as the case may be, if the subject of the Disputes thereunder arises out of or relates essentially to the same set of facts or transactions. Such consolidated arbitration shall be determined by the arbitrator appointed for the arbitration proceeding that was commenced first in time.

**Exhibit 10.5**

The Chemours Company

# RETIREMENT SAVINGS RESTORATION PLAN

Originally Adopted Effective
July 1, 2015

**THE CHEMOURS COMPANY**
**RETIREMENT SAVINGS RESTORATION PLAN**

## ARTICLE I
## INTRODUCTION

1.1 Name. The name of this Plan is The Chemours Company Retirement Savings Restoration Plan (the "Plan").

1.2 Purpose. This Plan is established by the Company effective as of the Effective Date for the purpose of providing Eligible Employees with deferrals of compensation that are not available under the Qualified Plan by reason of the limits imposed under Section 401(a)(17) of the Code. The Company intends that the Plan shall at all times be maintained on an unfunded basis for federal income tax purposes under the Code and administered for purposes of ERISA as a plan for a select group of management or highly compensated employees. The Company also intends that the Plan be operated and maintained in accordance with the requirements of Section 409A of the Code and the regulations and guidance thereunder.

## ARTICLE II
## DEFINITIONS

Whenever the following initially capitalized words and phrases are used in this Plan, they shall have the meanings specified below, unless the context clearly indicates to the contrary:

2.1 "Account" shall mean, with respect to each Participant, the value of all notional accounts maintained on behalf of a Participant, whether attributable to Employee Contributions, Matching Contributions, Non-elective Contributions or Transition Contributions or any returns on Deemed Investment Options credited thereon as described in Section 5.3.

2.2 "Affiliate" shall mean any corporation, organization or entity which is under common control with the Company or which is otherwise required to be aggregated with the Company pursuant to paragraphs (b), (c), (m), or (o) of Section 414 of the Code.

2.3 "Beneficiary" shall mean such person or legal entity as may be designated by a Participant pursuant to rules established by the Committee or, if no such person is properly designated or such person has predeceased the Participant, the Participant's estate.

2.4 "Change in Control" shall have the meaning set forth in the Company's Equity and Incentive Plan, provided that, to the extent such event affects the timing of any payment hereunder, such event also constitutes a change in the ownership or effective control, or in the ownership of a substantial portion of the assets, of the Company, in each case within the meaning of Section 409A of the Code.

2.5 "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.6 "Committee" shall mean the Senior Vice President, Human Resources or delegate thereof.

2.7 “Company” shall mean The Chemours Company, a limited liability company under the laws of the State of Delaware and any successor thereto.

2.8 “Compensation” shall mean in respect of any Participant in respect of any Plan Year the Participant’s base salary for the Plan Year, including amounts deferred under this Plan, and any annual incentive earned by the Participant in respect of such Plan Year (determined in respect of the first Plan Year as the total amount of annual incentive earned for such Plan Year and payable by DuPont, the Company and their respective Affiliates multiplied by a fraction, the numerator of which is the number of days remaining in the Plan Year after the Effective Date and the denominator of which is 365).

2.9 “Deemed Investment Option” shall mean the investment options available from time to time under the Qualified Plan in respect of new contributions under the Qualified Plan.

2.10 “DuPont” shall mean E. I. du Pont de Nemours and Company, a corporation organized under the laws of the State of Delaware.

2.11 “Effective Date” shall mean the date on which the Company becomes publicly traded in connection with its separation from DuPont.

2.12 “Election Form” shall mean such form prescribed from time to time by the Committee pursuant to which a Participant elects to make Employee Contributions.

2.13 “Eligible Employee” shall mean any U.S.-based employee of the employer who is designated from time to time by the Employer as eligible to elect Employee Contributions in accordance with Article 4 hereof, and (b) eligible to participate in the Qualified Plan.

2.14 “Employee Contribution” shall mean any amount credited to a Participant’s account hereunder pursuant to Section 4.1.

2.15 “Employer” shall mean the Company and any Affiliate which, with the consent of the Company, adopts this Plan.

2.16 “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

2.17 “Identification Date” shall mean each December 31.

2.18 “Installment Payment” shall means a series of substantially equal annual payments equal in value to a Participant’s Account (as adjusted each year to reflect earnings and losses attributable to the Participant’s Deemed Investment Options) paid over a period, as elected by the Participant, ranging from two years to fifteen years.

2.19 “Lump Sum Payment” shall mean a single sum distribution of the entire value of a Participant’s Account.

2.20 “Matching Contribution” shall mean any amount credited to a Participant’s account hereunder pursuant to Section 4.2.

2.21 “Non-elective Contribution” shall mean any amount credited to a Participant’s account hereunder pursuant to Section 4.3.

2.22 “Participant” shall mean each Eligible Employee whose Account has not yet been distributed in full.

2.23 “Payment Date” shall mean the date elected by a Participant for payment(s) from the Participant’s Account to commence, which date shall be either the date of the Participant’s Separation from Service or any date during any of the first five calendar years following the year in which his/her Separation from Service occurs.

2.24 “Plan” shall mean this The Chemours Company Retirement Savings Restoration Plan as it may be amended from time to time.

2.25 “Plan Pay” shall mean that portion of a Participant’s Compensation in respect of any Plan Year that is in excess of the limit established under Section 401(a)(17) of the Code in respect of such Plan Year, provided that solely for purposes of determining whether Plan Pay for the first Plan Year is in excess of the limit established under Section 401(a)(17) of the Code, a Participant’s Plan Pay shall be the excess over $265,000 of the Participant’s base salary and annual incentive attributable to DuPont, the Company and their respective Affiliates, collectively.

2.26 “Plan Year” shall mean the calendar year, provided that the first Plan Year shall commence on the Effective Date and end on the next following December 31.

2.27 “Qualified Plan” shall mean The Chemours Company Retirement Savings Plan or any successor thereto.

2.28 “Section 409A” shall mean Section 409A of the Code.

2.29 “Service” shall mean the service credited to a Participant under the Qualified Plan from time to time for vesting purposes.

2.30 “Separation from Service” shall mean the date a Participant’s employment with the Company and its Affiliates terminates, provided that such termination of employment constitutes a Separation from Service within the meaning of Section 409A.

2.31 “Specified Employee” shall mean an officer of the Employer at any time during the 12-month period ending on an Identification Date. If a Participant is a Specified Employee as of an Identification Date, such Participant is treated as a Specified Employee for the 12-month period beginning on the first day of the first month following the Identification Date. For the period beginning on the Effective Date and ending on the first Identification Date after the Effective Date, the Specified Employees shall be each employee of an Employer who immediately before the Effective Date was treated as a “specified employee” (within the meaning of Treasury Regulation Section 1.409A-1(i)) in respect of the DuPont Retirement Savings Restoration Plan.

2.32 “Transition Contribution” shall mean any amount credited to a Participant’s account hereunder pursuant to Section 4.4.

## ARTICLE III
## PARTICIPATION AND VESTING

3.1 Participation. Each Eligible Employee shall become a Participant upon first becoming an Eligible Employee and shall remain a Participant until his or her Account has been distributed in full, provided that the Committee in its discretion may determine in advance of any Plan Year that any Participant shall be ineligible to make Employee Contributions or be credited with Non-Elective Contributions in respect of such Plan Year.

3.2 Vesting.

(a) Employee Contributions, Matching Contributions, and any attributable returns on Deemed Investment Options shall be one hundred percent (100%) vested at the time such amounts are credited to the applicable Participant's Account.

(b) Non-elective Contributions and any attributable returns on Deemed Investment Options shall be vested after the applicable Participant completes three (3) years of Service, or if earlier, upon (a) the occurrence of a Change in Control that occurs before his or her Separation from Service or (b) a Separation from Service attributable to (A) divestiture to an entity less than fifty percent (50%) owned by the Company, (B) disability within the meaning of the Company's applicable long-term disability plan, (C) lack of work or (D) death.

(c) Transition Contributions and any attributable returns on Deemed Investment Options shall be vested after the applicable Participant completes two (2) years of Service after the Effective Date, or if earlier, upon (a) the occurrence of a Change in Control that occurs before his or her Separation from Service or (b) a Separation from Service attributable to (A) divestiture to an entity less than fifty percent (50%) owned by the Company, (B) disability within the meaning of the Company's applicable long-term disability plan, (C) lack of work or (D) death.

(d) A Participant shall forfeit any amount credited to his/her Account to the extent it is not yet vested upon his/her Separation from Service.

## ARTICLE IV
## CONTRIBUTIONS

4.1 Employee Contributions. A Participant may elect to defer a percentage, not to exceed 6%, of his/her Plan Pay with respect to any Plan Year; provided, however, that such deferral election shall be made by executing an Election Form (i) during the open enrollment period established by the Committee for that purpose and (ii) on or before the last day of the calendar year preceding the first day of the Plan Year to which such deferral election relates or, with respect to annual incentive compensation, such later date as may be permitted under Section 409A of the Code; and provided further that, in respect of the Plan Year in which the Effective Date occurs, the election shall be that election (if any) made in respect of such year under the Retirement Savings Restoration Plan of DuPont. Any election made pursuant to this Section 4.1 shall remain in effect unless and until changed by the Participant; provided, however, that with respect to Plan Pay earned in any future taxable year, such election becomes irrevocable on December 31 of the preceding calendar year or, with respect to annual incentive compensation, such later date as may be permitted under Section 409A of the Code.

4.2 Matching Contributions. In respect of each Plan Year the Company shall credit to the Account of any Participant who elects to make an Employee Contribution in respect of such Plan Year an amount equal to such Employee Contribution. Any such Matching Contribution shall be credited to the Participant's Account as soon as administratively practicable following the end of the Plan Year to which it relates or at such other time(s) as the Committee may determine.

4.3 Non-elective Contributions. Each Plan Year the Company shall credit to a Participant's Account an amount equal to 3% of his/her Plan Pay in respect of such Plan Year. Such Non-elective Contribution shall be credited to the Participant's Account as soon as administratively practicable following the end of the Plan Year to which it relates or at such other time(s) as the Committee may determine.

4.4 Transition Contributions. For each Plan Year for which the Company shall make a "Transition Benefit" contribution to the Qualified Plan in respect of a Participant, the Company shall credit to the Participant's Account an amount equal to the portion (if any) of such Transition Benefit contribution that would have been but could not be made under the Qualified Plan by reason of the application of Section 401(a)(17) of the Code.

4.5 Termination as an Active Participant. No amount shall be credited to a Participant under this Article IV in respect of the period following his/her Separation from Service.

## ARTICLE V
## FUNDING AND INVESTMENTS

5.1 Plan Unfunded. This Plan shall be unfunded and no trust is created by this Plan. There will be no funding of any amounts to be paid pursuant to this Plan; provided, however, that nothing herein shall prevent the Company from establishing one or more grantor trusts from which benefits due under this Plan may be paid in certain instances. All benefits shall be paid from the general assets of the Company or any such grantor trust and a Participant (or his or her Beneficiary) shall have the rights of a general, unsecured creditor against the Company for any distributions due hereunder. This Plan constitutes a mere promise by the Company to make benefit payments in the future.

5.2 Participant's Interest in Plan. A Participant has an interest only in the benefits to be paid pursuant to this Plan. A Participant has no rights or interests in any specific funds, stock or securities. Nothing in this Plan shall be interpreted as a guaranty that any funds in a grantor trust or the assets of the Company will be sufficient to pay any such benefit.

5.3 Deemed Investment Options. A Participant's Account shall be deemed invested in the Deemed Investment Options designated from time to time by the Participant pursuant to the rules governing investment direction and crediting under the Qualified Plan from time to time. Notwithstanding that the rates of return credited to a Participant's Account under the Deemed Investment Options are based upon their actual performance, the Company shall not be obligated to invest any amounts credited under the Plan, or any other amounts, in such portfolios or in any other investment funds.

5.4 Valuation of Account. The value of a Participant's Account as of any date shall equal the amounts theretofore credited to such Account, including any earnings (positive or negative) deemed to be earned on such Account in accordance with Section 5.3 through the day preceding such date, less the amounts theretofore deducted from such Account.

## ARTICLE VI
## DISTRIBUTIONS

6.1 Payment Date and Form of Payment Generally.

(a) A Participant shall designate on his/her Election Form in respect of any Plan Year the Payment Date in respect of such Plan Year and whether amounts credited to his Account in respect of any Plan Year shall be distributed in the form of a Lump Sum or Installment Payments (and, in the case of Installment Payments, the duration of such payments). An Election Form shall remain in effect unless and until changed by the Participant; provided, however, that such election in respect of any Plan Year shall become irrevocable on the December 31 preceding such Plan Year.

(b) Unless distributed earlier as provided in this Plan, distributions from a Participant's Account shall commence within sixty days of the Payment Date elected by the Participant; provided, however that if the Participant is classified as a Specified Employee at the time the individual incurs a Separation from Service other than by reason of death or disability within the meaning of Section 409A, then any distributions otherwise scheduled to be paid by reason of and within six months following such Separation from Service shall instead be paid on or as soon as practicable following the date that is six months following such Separation from Service.

(c) If a Participant fails properly to elect a Payment Date and/or form of payment in respect of any Plan Year, the Payment Date shall be the date of the Participant's Separation from Service and the form of payment shall be a Lump Sum.

6.2 Distributions on Death. In the event of a Participant's death before his/her Account has been distributed in full, distribution of the remaining Account balance shall be made to the Participant's Beneficiary in a Lump Sum Payment as soon as practicable following the date of death.

6.3 Permissible Acceleration of Payments. No acceleration of time or schedule of payments under the Plan shall be permitted except as set forth in this Section 6.3 or as otherwise permitted under the Plan and Section 409A(a)(3) of the Code.

(a) Distribution for Taxes. The Committee may accelerate payment of all or part of a Participant's Account to satisfy any state, local, or foreign tax obligations, taxes imposed under the Federal Insurance Contributions Act or the Railroad Retirement Act, and any related federal income tax thereon, arising from a Participant's participation in the Plan. Such payment of withholding must be limited to the amount necessary to fulfill such tax obligation.

(b) Small Payment. Notwithstanding any provision of the Plan to the contrary, if the total value of a Participant's Account payable hereunder is not greater than the applicable dollar amount under Section 402(g)(1)(B) of the Code upon the Participant's Separation from Service, and the Participant is not entitled to a benefit from any other plan that is required to be aggregated with this Plan pursuant to Treasury Regulation Section 1.409A-1(c)(2), the Committee may distribute such amount to the Participant upon such Separation from Service in the form of a Lump Sum Payment.

## ARTICLE VII
## ADMINISTRATION

7.1 Administration. The Committee shall be in charge of the overall operation and administration of this Plan. The Committee shall have, to the extent appropriate and in addition to the powers described elsewhere in this Plan, full discretionary authority to construe and interpret the terms and provisions of the Plan and to adopt, alter and repeal administrative rules, guidelines and practices governing the Plan.

7.2 Delegation. The Committee may delegate specific responsibilities to other persons or entities as the Committee shall determine. The Committee may authorize one or more of its number, or any agent, to execute or deliver any instrument or to make any payment in its behalf. The Committee may employ and rely on the advice of counsel, accountants, and such other persons as may be necessary in administering the Plan.

7.3 Interpretation. Except as otherwise provided herein, the Committee may take any action, correct any defect, supply any omission or reconcile any inconsistency in this Plan, or in any election hereunder, in the manner and to the extent it shall deem necessary to carry this Plan into effect or to carry out the Company's purposes in adopting this Plan. Any decision, interpretation or other action made or taken in good faith by or at the direction of the Company or the Committee arising out of or in connection with the Plan, shall be within the absolute discretion of each of them, and shall be final, binding and conclusive on the Company, all Participants and Beneficiaries and their respective heirs, executors, successors and assigns. The Committee's determinations hereunder need not be uniform, and may be made selectively among Eligible Employees, whether or not they are similarly situated.

7.4 Records and Reports. The Committee shall keep a record of proceedings and actions and shall maintain or cause to be maintained all such books of account, records, and other data as shall be necessary for the proper administration of the Plan. Such records shall contain all relevant data pertaining to individual Participants and their rights under this Plan. The Committee shall have the duty to carry into effect all rights or benefits provided hereunder to the extent assets of the Company are properly available.

7.5 Payment of Expenses. The Company shall bear all expenses incurred by the Committee in administering this Plan.

7.6 Indemnification for Liability. The Company shall indemnify the Committee and the employees of the Company to whom the Committee delegates duties under this Plan against any and all claims, losses, damages, expenses and liabilities arising from their responsibilities in connection with this Plan, unless the same is determined to be due to gross negligence or willful misconduct.

7.7 Claims Procedure. If a claim for benefits or for participation under this Plan is denied in whole or in part, a Participant will receive written notification. The notification will include specific reasons for the denial, specific reference to pertinent provisions of this Plan, a description of any additional material or information necessary to process the claim and why such material or information is necessary, and an explanation of the claims review procedure.

7.8 Review Procedure. Within ninety days after the claim is denied, a Participant (or his or her duly authorized representative) may file a written request with the Committee for a review of his or her denied claim. The Participant may review pertinent documents that were used in processing his or her claim, submit pertinent documents, and address issues and comments in writing to the Committee. The Committee will notify the Participant of his or her final decision in writing. In his or her response, the Committee will explain the reason for the decision, with specific references to pertinent Plan provisions on which the decision was based.

7.9 Incompetency of Participant or Beneficiary. The Committee may from time to time establish rules and procedures which it determines to be necessary for the proper administration of the Plan in the event that a Participant or Beneficiary is declared incompetent and a conservator or other person legally charged with such individual's care is appointed. Except as otherwise provided herein, when the Committee determines that such individual is unable to manage his or her financial affairs, the Committee may pay such individual's benefits to such conservator, person legally charged with such individual's care, or institution then contributing toward or providing for the care and maintenance of such individual. Any such payment shall constitute a complete discharge of any liability of the Company and this Plan for such individual.

## ARTICLE VIII
## AMENDMENT AND TERMINATION

8.1 Amendment and Termination. The Company reserves the right to change or discontinue this Plan in its discretion by action of the Compensation Committee of its Board of Directors or its delegate; provided, however, that following a Change in Control no such amendment or termination may adversely affect the deferrals made under the Plan prior to the termination or adoption of the amendment (including, without limitation, any terms, conditions or distribution alternatives applicable to such deferrals). In addition, notwithstanding the preceding sentence, for a period of two years following a Change in Control, the Company shall not terminate the Plan in whole or in part or make any amendment to the Plan which in any way adversely affects or limits the terms and conditions of benefits as available pursuant to the Plan immediately prior to the Change in Control.

8.2 Continuation. Notwithstanding the provisions of Section 8.1, any amendment or termination of the Plan shall not be given effect to the extent it would cause amounts credited under the Plan to be subject to tax under Section 409A.

## ARTICLE IX
## MISCELLANEOUS PROVISIONS

9.1 Right of Company to Take Employment Actions. The adoption and maintenance of this Plan shall not be deemed to constitute a contract between the Company (including its Affiliates) and any Eligible Employee, nor to be a consideration for, nor an inducement or condition of, the employment of any person. Nothing herein contained, or any action taken hereunder, shall be deemed to give any Eligible Employee the right to be retained in the employ of the Company or its Affiliates or to interfere with the right of the Company or its Affiliates to discharge any Eligible Employee at any time, nor shall it be deemed to give to the Company or its Affiliates the right to require the Eligible Employee to remain in the employ of the Company or any of its Affiliates, nor shall it interfere with the Eligible Employee's right to terminate his or her employment at any time. Nothing in this Plan shall prevent the Company or any Affiliate from amending, modifying, or terminating any other benefit plan.

9.2 Alienation or Assignment of Benefits. A Participant's rights and interest under this Plan shall not be assigned or transferred except as otherwise provided herein, and the Participant's rights to benefit payments under this Plan shall not be subject to alienation, pledge, or garnishment by or on behalf of creditors (including heirs, beneficiaries, or dependents) of the Participant or of a Beneficiary.

9.3 Right to Withhold. To the extent required by law in effect at the time a distribution is made from this Plan, the Company, its Affiliates or the agents of the foregoing shall have the right to withhold or deduct from any benefit payments any taxes required to be withheld by federal, state, or local governments.

9.4 Construction. All legal questions pertaining to this Plan shall be determined in accordance with the laws of the State of Delaware, to the extent such laws are not superseded by the Code or ERISA.

9.5 Severability. If any provision of this Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan.

9.6 Headings. The headings of the Articles and Sections of this Plan are for reference only and shall be disregarded in its construction.

9.7 Number and Gender. Whenever any words used herein are in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply, and references to the male gender shall be construed as applicable to the female gender where applicable, and vice versa.

9.8 Limitation of Liability. Notwithstanding any provision herein to the contrary, neither the Company nor any individual acting as employee or agent of the Company shall be liable to any Participant, former Participant, Beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with this Plan, unless attributable to fraud or willful misconduct on the part of the Company or any such agent of the Company.

9.9 Section 409A. The Plan is intended to comply with the applicable requirements of Section 409A to the extent subject thereto and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and be administered to be in compliance therewith to the extent subject thereto. Notwithstanding anything in the Plan to the contrary, elections to defer Plan Pay and distributions from the Plan may only be made in a manner and as permitted by Section 409A, and to the extent a Participant's action or inaction under the Qualified Plan with respect to elective deferrals and/or employee pre-tax and after-tax contributions results in a decrease in the amounts deferred under this Plan, such decrease shall comport with the requirements under Treasury Regulation Section 1.409A-3(j)(5)(iii) or (iv), as the case may be, to the extent the decrease would otherwise cause the imposition of a tax under Section 409A of the Code. Any payments described in the Plan that are due within the "short-term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, a Participant shall not be considered to have separated from service with the Company for purposes of the Plan and no payment shall be due to the Participant under the Plan on account of a separation from service until the Participant would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. To the extent that any provision of the Plan would cause a conflict with the requirements of Section 409A, or would cause the administration of the Plan to fail to satisfy the requirements of Section 409A, such provision shall be deemed null and void to the extent permitted by applicable law. For purposes of Section 409A, each Installment Payment shall be treated as a separate payment. The Company makes no representation that any or all of the payments or benefits described in the Plan will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment. Each Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A.

**Exhibit 99.1**

**The Chemours Company Completes Spin-Off from DuPont and Launches as an Independent, Publicly Traded Company**

**WILIMINGTON, Del**., July 1, 2015 – The Chemours Company ("Chemours") (NYSE: CC), a global chemical company with leading market positions in titanium technologies, fluoroproducts and chemical solutions, announced today the completion of its spin-off from DuPont and its launch as an independent, publicly traded corporation. The company's common stock will begin trading "regular way" today on the New York Stock Exchange (NYSE) under the symbol "CC".

"We think of Chemours as a 200-hundred-year-old start-up," said Mark Vergnano, president and chief executive officer of Chemours. "We bring to the market a rich heritage based on our DuPont legacy and built on industry leadership and innovation adding the energy and agility of a customer-centered, global business fresh out of the starting gate. Our businesses are already known for pioneering application development and world-class product stewardship and safety. Our workforce is among the best in the industry; they bring years of experience, deep chemistry expertise, and outstanding engineering knowledge to our more than 5,000 customers across the globe.

"Together, we're going to build on our strengths, while becoming more streamlined and responsive," Vergnano continued. "We are focusing our efforts on reducing our cost structure, enhancing our portfolio, and driving growth that supports customer demand. Three strategic cornerstones define Chemours today: optimizing our asset base, increasing cash flow, and allocating capital strategically," he concluded.

Vergnano is joined by an experienced executive team, who bring extensive industry knowledge and strong operating skills to Chemours. They are:

- Mark E. Newman, Senior Vice President, Chief Financial Officer
- E. Bryan Snell, President, Titanium Technologies
- Thierry Vanlancker, President, Fluoroproducts
- Chris Siemer, President, Chemical Solutions
- Beth Albright, Senior Vice President, Human Resources
- Erich Parker, Vice President of Corporate Communications and Chief Brand Officer
- Dave Shelton, General Council & Corporate Secretary

**About The Chemours Company**

The Chemours Company helps create a colorful, capable and cleaner world through the power of chemistry. Chemours is a global leader in titanium technologies, fluoroproducts and chemical solutions, providing its customers with solutions in a wide range of industries with market-defining products, application expertise, and chemistry-based innovations. Chemours ingredients are found in plastics and coatings, refrigeration and air conditioning, mining and oil refining operations and general industrial manufacturing. Our flagship products include prominent brands such as Teflon®, Ti-Pure®, Krytox® Viton®, Opteon® and Nafion®. Chemours has approximately 9,000 employees across 37 manufacturing sites serving more than 5,000 customers in North America, Latin America, Asia-Pacific and Europe. Chemours is headquartered in Wilmington, Delaware and is listed on the NYSE under the symbol CC. For more information, please visit chemours.com or follow Chemours on Twitter at @chemours.

**Forward-Looking Statements**

This press release contains forward-looking statements, which may be identified by their use of words like “plans,” “expects,” “will,” “believes,” “intends,” “estimates,” “anticipates” or other words of similar meaning. All statements that address expectations or projections about the future, including statements about the timing of the spin-off, are forward-looking statements. Forward-looking statements are not guarantees of future performance and are based on certain assumptions and expectations of future events which may not be realized. Forward-looking statements involve risks and uncertainties, including those described in the registration statement on Form 10 and other filings made by Chemours with the Securities and Exchange Commission. Actual results may differ. Chemours undertakes no duty to update any forward-looking statements as a result of future developments or new information.

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