
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2018

or

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

For the transition period from _____ to _____

Commission File Number: 001-36473

Trinseo S.A.

(Exact name of registrant as specified in its charter)

Luxembourg
(State or other jurisdiction of
incorporation or organization)

N/A
(I.R.S. Employer
Identification Number)

**1000 Chesterbrook Boulevard
Suite 300**

Berwyn, PA 19312
(Address of Principal Executive Offices)

(610) 240-3200
(Registrant's telephone number)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of May 1, 2018, there were 43,177,966 of the registrant's ordinary shares outstanding.

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Trinseo S.A.
Quarterly Report on Form 10-Q
For the quarterly period ended March 31, 2018

Unless otherwise indicated or required by context, as used in this Quarterly Report on Form 10-Q (“Quarterly Report”), the term “Trinseo” refers to Trinseo S.A. (NYSE: TSE), a public limited liability company (société anonyme) existing under the laws of Luxembourg, and not its subsidiaries. The terms “Company,” “we,” “us” and “our” refer to Trinseo and its consolidated subsidiaries, taken as a consolidated entity. All financial data provided in this Quarterly Report is the financial data of the Company, unless otherwise indicated.

Prior to the formation of the Company, our business was wholly owned by The Dow Chemical Company (together with other affiliates, “Dow”). In June 2010, investment funds advised or managed by affiliates of Bain Capital Partners, LP (“Bain Capital”) acquired an ownership interest in our business through an indirect ownership interest in us. During 2016, Bain Capital Everest Manager Holding SCA (“the former Parent”), an affiliate of Bain Capital, divested its entire ownership interest in the Company in a series of secondary offerings to the market.

Definitions of capitalized terms not defined herein appear within our Annual Report on Form 10-K for the year ended December 31, 2017 (“Annual Report”) filed with the Securities and Exchange Commission (“SEC”) on March 1, 2018. The Company may distribute cash to shareholders under Luxembourg law via repayments of equity or an allocation of statutory profits. Since the Company began paying dividends, all distributions have been considered repayments of equity under Luxembourg law.

Cautionary Note on Forward-Looking Statements

This Quarterly Report contains forward-looking statements including, without limitation, statements concerning plans, objectives, goals, projections, strategies, future events or performance, and underlying assumptions and other statements, which are not statements of historical facts. Forward-looking statements may be identified by the use of words like “expect,” “anticipate,” “intend,” “forecast,” “outlook,” “will,” “may,” “might,” “potential,” “likely,” “target,” “plan,” “contemplate,” “seek,” “attempt,” “should,” “could,” “would” or expressions of similar meaning. Forward-looking statements reflect management’s evaluation of information currently available and are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Specific factors that may impact performance or other predictions of future actions have, in many but not all cases, been identified in connection with specific forward-looking statements. Factors that might cause such a difference include, but are not limited to, those discussed in our Annual Report filed with the SEC on March 1, 2018 under Part I, Item 1A— “Risk Factors” and elsewhere within this Quarterly Report.

As a result of these or other factors, our actual results may differ materially from those contemplated by the forward-looking statements. They are neither statements of historical fact nor guarantees or assurances of future performance. Therefore, we caution you against relying on these forward-looking statements. The forward-looking statements included in this Quarterly Report are made only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

Available Information

Our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, are available free of charge through the Investor Relations section of our website, www.trinseo.com, as soon as reasonably practicable after the reports are electronically filed or furnished with the U.S. Securities and Exchange Commission. We provide this website and information contained in or connected to it for informational purposes only. That information is not a part of this Quarterly Report.

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

TRINSEO S.A.
Condensed Consolidated Balance Sheet s
(In millions, except per share data)
(Unaudited)

| | <u>March 31,</u> <u>2018</u> | <u>December 31,</u> <u>2017</u> |
|---|---------------------------------|------------------------------------|
| Assets | | |
| Current assets | | |
| Cash and cash equivalents | \$ 398.9 | \$ 432.8 |
| Accounts receivable, net of allowance for doubtful accounts (March 31, 2018: \$5.1; December 31, 2017: \$5.6) | 728.7 | 685.5 |
| Inventories | 588.3 | 510.4 |
| Other current assets | 18.7 | 17.5 |
| Total current assets | <u>1,734.6</u> | <u>1,646.2</u> |
| Investments in unconsolidated affiliates | 168.1 | 152.5 |
| Property, plant and equipment, net of accumulated depreciation (March 31, 2018: \$556.5; December 31, 2017: \$523.7) | 635.2 | 627.0 |
| Other assets | | |
| Goodwill | 74.2 | 72.5 |
| Other intangible assets, net | 206.9 | 207.5 |
| Deferred income tax assets | 34.7 | 35.5 |
| Deferred charges and other assets | 32.7 | 30.8 |
| Total other assets | <u>348.5</u> | <u>346.3</u> |
| Total assets | <u>\$ 2,886.4</u> | <u>\$ 2,772.0</u> |
| Liabilities and shareholders' equity | | |
| Current liabilities | | |
| Short-term borrowings and current portion of long-term debt | \$ 7.0 | \$ 7.0 |
| Accounts payable | 454.2 | 436.8 |
| Income taxes payable | 36.9 | 35.9 |
| Accrued expenses and other current liabilities | 135.3 | 146.9 |
| Total current liabilities | <u>633.4</u> | <u>626.6</u> |
| Noncurrent liabilities | | |
| Long-term debt, net of unamortized deferred financing fees | 1,164.0 | 1,165.0 |
| Deferred income tax liabilities | 51.4 | 49.2 |
| Other noncurrent obligations | 281.9 | 256.4 |
| Total noncurrent liabilities | <u>1,497.3</u> | <u>1,470.6</u> |
| Commitments and contingencies (Note 11) | | |
| Shareholders' equity | | |
| Ordinary shares, \$0.01 nominal value, 50,000.0 shares authorized (March 31, 2018: 48.8 shares issued and 43.4 shares outstanding; December 31, 2017: 48.8 shares issued and 43.4 shares outstanding) | 0.5 | 0.5 |
| Additional paid-in-capital | 566.6 | 578.8 |
| Treasury shares, at cost (March 31, 2018: 5.4 shares; December 31, 2017: 5.4 shares) | (299.5) | (286.8) |
| Retained earnings | 632.4 | 527.9 |
| Accumulated other comprehensive loss | (144.3) | (145.6) |
| Total shareholders' equity | <u>755.7</u> | <u>674.8</u> |
| Total liabilities and shareholders' equity | <u>\$ 2,886.4</u> | <u>\$ 2,772.0</u> |

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.
Condensed Consolidated Statements of Operations
(In millions, except per share data)
(Unaudited)

| | Three Months Ended | |
|---|--------------------|------------|
| | March 31, | |
| | 2018 | 2017 |
| Net sales | \$ 1,121.6 | \$ 1,104.5 |
| Cost of sales | 946.4 | 905.5 |
| Gross profit | 175.2 | 199.0 |
| Selling, general and administrative expenses | 64.4 | 59.6 |
| Equity in earnings of unconsolidated affiliates | 45.5 | 19.3 |
| Operating income | 156.3 | 158.7 |
| Interest expense, net | 14.9 | 18.2 |
| Other income, net | (3.8) | (6.1) |
| Income before income taxes | 145.2 | 146.6 |
| Provision for income taxes | 24.9 | 29.3 |
| Net income | \$ 120.3 | \$ 117.3 |
| Weighted average shares- basic | 43.4 | 44.1 |
| Net income per share- basic | \$ 2.77 | \$ 2.66 |
| Weighted average shares- diluted | 44.4 | 45.3 |
| Net income per share- diluted | \$ 2.71 | \$ 2.59 |
| Dividends per share | \$ 0.36 | \$ 0.30 |

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.**Condensed Consolidated Statements of Comprehensive Income (Loss)**
(In millions)
(Unaudited)

| | Three Months Ended | |
|---|---------------------------|-------------|
| | March 31, | |
| | 2018 | 2017 |
| Net income | \$ 120.3 | \$ 117.3 |
| Other comprehensive income (loss), net of tax: | | |
| Cumulative translation adjustments | (2.1) | 4.2 |
| Net gain (loss) on cash flow hedges | 2.8 | (4.8) |
| Pension and other postretirement benefit plans: | | |
| Amounts reclassified from accumulated other comprehensive income (loss) | 0.6 | 1.4 |
| Total other comprehensive income, net of tax | 1.3 | 0.8 |
| Comprehensive income | \$ 121.6 | \$ 118.1 |

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.

Condensed Consolidated Statements of Shareholders' Equity
(In millions, except per share data)
(Unaudited)

| | Shares | | Shareholders' Equity | | | | | |
|---|-----------------------------------|--------------------|----------------------|----------------------------------|--------------------|--------------------------------|----------------------|----------|
| | Ordinary Shares Outstanding | Treasury Shares | Ordinary Shares | Additional Paid-In Capital | Treasury Shares | Accumulated Other | | Total |
| | | | | | | Comprehensive Income (Loss) | Retained Earnings | |
| Balance at December 31, 2017 | 43.4 | 5.4 | \$ 0.5 | \$ 578.8 | \$ (286.8) | \$ (145.6) | \$ 527.9 | \$ 674.8 |
| Net income | — | — | — | — | — | — | 120.3 | 120.3 |
| Other comprehensive income | — | — | — | — | — | 1.3 | — | 1.3 |
| Stock-based compensation activity | 0.3 | (0.3) | — | (12.2) | 11.5 | — | — | (0.7) |
| Purchase of treasury shares | (0.3) | 0.3 | — | — | (24.2) | — | — | (24.2) |
| Dividends on ordinary shares (\$0.36 per share) | — | — | — | — | — | — | (15.8) | (15.8) |
| Balance at March 31, 2018 | 43.4 | 5.4 | \$ 0.5 | \$ 566.6 | \$ (299.5) | \$ (144.3) | \$ 632.4 | \$ 755.7 |
| Balance at December 31, 2016 | 44.3 | 4.5 | \$ 0.5 | \$ 573.7 | \$ (217.5) | \$ (170.2) | \$ 261.2 | \$ 447.7 |
| Net income | — | — | — | — | — | — | 117.3 | 117.3 |
| Other comprehensive income | — | — | — | — | — | 0.8 | — | 0.8 |
| Stock-based compensation activity | 0.2 | (0.2) | — | 1.0 | 6.9 | — | — | 7.9 |
| Purchase of treasury shares | (0.4) | 0.4 | — | — | (23.3) | — | — | (23.3) |
| Dividends on ordinary shares (\$0.30 per share) | — | — | — | — | — | — | (13.7) | (13.7) |
| Balance at March 31, 2017 | 44.1 | 4.7 | \$ 0.5 | \$ 574.7 | \$ (233.9) | \$ (169.4) | \$ 364.8 | \$ 536.7 |

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.
Condensed Consolidated Statements of Cash Flow s
(In millions)
(Unaudited)

| | Three Months Ended | |
|--|--------------------|----------|
| | March 31, | |
| | 2018 | 2017 |
| Cash flows from operating activities | | |
| Net income | \$ 120.3 | \$ 117.3 |
| Adjustments to reconcile net income to net cash provided by operating activities | | |
| Depreciation and amortization | 31.9 | 24.7 |
| Amortization of deferred financing fees and issuance discount | 1.1 | 1.4 |
| Deferred income tax | 2.5 | 11.3 |
| Stock-based compensation expense | 5.5 | 4.7 |
| Earnings of unconsolidated affiliates, net of dividends | (15.5) | (2.9) |
| Unrealized net losses on foreign exchange forward contracts | 0.1 | 0.2 |
| Gain on sale of businesses and other assets | (0.5) | (9.9) |
| Changes in assets and liabilities | | |
| Accounts receivable | (32.7) | (133.3) |
| Inventories | (70.3) | (91.6) |
| Accounts payable and other current liabilities | 3.0 | 49.9 |
| Income taxes payable | 0.8 | 5.6 |
| Other assets, net | (1.3) | (4.5) |
| Other liabilities, net | (4.1) | 1.4 |
| Cash provided by (used in) operating activities | 40.8 | (25.7) |
| Cash flows from investing activities | | |
| Capital expenditures | (30.6) | (36.0) |
| Proceeds from the sale of businesses and other assets | 0.5 | 42.1 |
| Distributions from unconsolidated affiliates | — | 0.8 |
| Cash provided by (used in) investing activities | (30.1) | 6.9 |
| Cash flows from financing activities | | |
| Short-term borrowings, net | (0.1) | (0.1) |
| Purchase of treasury shares | (23.8) | (26.6) |
| Dividends paid | (16.2) | (13.3) |
| Proceeds from exercise of option awards | 1.9 | 3.4 |
| Withholding taxes paid on restricted share units | (8.0) | (0.1) |
| Repayments of 2024 Term Loan B | (1.8) | — |
| Repayments of 2021 Term Loan B | — | (1.3) |
| Cash used in financing activities | (48.0) | (38.0) |
| Effect of exchange rates on cash | 3.4 | 1.8 |
| Net change in cash and cash equivalents | (33.9) | (55.0) |
| Cash and cash equivalents—beginning of period | 432.8 | 465.1 |
| Cash and cash equivalents—end of period | \$ 398.9 | \$ 410.1 |

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.

Notes to Condensed Consolidated Financial Statement s
(Dollars in millions, unless otherwise stated)
(Unaudited)

NOTE 1—BASIS OF PRESENTATION

The unaudited interim condensed consolidated financial statements of Trinseo S.A. and its subsidiaries (the “Company”) as of and for the periods ended March 31, 2018 and 2017 were prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and reflect all adjustments, consisting only of normal recurring adjustments, which, in the opinion of management, are considered necessary for the fair statement of the results for the periods presented. Because they cover interim periods, the statements and related notes to the financial statements do not include all disclosures normally provided in annual financial statements, and therefore, these statements should be read in conjunction with the 2017 audited consolidated financial statements included within the Company’s Annual Report on Form 10-K (“Annual Report”) filed with the Securities and Exchange Commission (“SEC”) on March 1, 2018.

The December 31, 2017 condensed consolidated balance sheet data presented herein was derived from the Company’s December 31, 2017 audited consolidated financial statements, but does not include all disclosures required by GAAP for annual periods.

Certain prior year amounts have been reclassified to conform to the current period presentation. These reclassifications did not have a material impact on the Company’s financial position or results. Refer to Notes 2, 7, and 15 for further information.

NOTE 2—RECENT ACCOUNTING GUIDANCE

In May 2014, the Financial Accounting Standards Board (“FASB”) and the International Accounting Standards Board (“IASB”) jointly issued guidance (“Topic 606”) which clarifies the principles for recognizing revenue and develops a common revenue standard for GAAP and International Financial Reporting Standards (“IFRS”). The core principle of the guidance, which the FASB issued certain clarifying updates for, is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company adopted Topic 606 effective January 1, 2018, electing to apply the modified retrospective approach only to contracts that were not completed as of the date of initial application at the individual contract level, rather than applying the portfolio approach. Results for reporting periods beginning after January 1, 2018 are presented under Topic 606, while prior period amounts have not been adjusted and continue to be reported in accordance with historical accounting standards (“Topic 605”). As a result of our implementation procedures, we have determined that the cumulative effect to retained earnings from initially applying Topic 606 was immaterial and therefore, no adjustment was recorded. Furthermore, based on current contracts with customers, we do not expect the adoption of the new revenue standard to have a material impact to our financial statements on an ongoing basis. Refer to Note 3 for new disclosure requirements in effect as a result of this adoption.

In February 2016, the FASB issued guidance related to leases that outlines a comprehensive lease accounting model and supersedes the current lease guidance. The new guidance requires lessees to recognize on the consolidated balance sheets lease liabilities and corresponding right-of-use assets for all leases with terms of greater than 12 months. It also changes the definition of a lease and expands the disclosure requirements of lease arrangements. This new guidance is effective for public companies for annual and interim periods beginning after December 15, 2018, with early adoption permitted. The new guidance must be adopted using a modified retrospective transition, and provides for certain practical expedients. The Company is in the process of assessing the impact on its consolidated financial statements from the adoption of the new guidance. However, as we are the lessee under various real estate, railcar, and other equipment leases, which we currently account for as operating leases, we anticipate an increase in the recognition of right-of-use assets and lease liabilities as a result of this adoption .

In March 2017, the FASB issued guidance that requires employers to present the service cost component of net periodic benefit cost in the same statement of operations line item as other employee compensation costs arising from services rendered during the period. The other components of net periodic benefit cost are to be presented outside of any subtotal of operating income. This guidance also requires employers to prospectively only consider the service cost component of net periodic benefit cost for potential capitalization into assets, with all other components of net periodic

benefit cost being ineligible for capitalization. The Company adopted this guidance effective January 1, 2018 on a retrospective basis. As a result of this adoption, for the three months ended March 31, 2017, the Company reclassified net periodic benefit cost of \$1.2 million from “Cost of sales” and \$0.8 million from “Selling, general and administrative expenses” to “Other income, net” within the condensed consolidated statements of operations. The change related to capitalization guidance is not expected to have a material impact on the Company’s consolidated financial statements.

In August 2017, the FASB issued significant amendments to its existing hedge accounting guidance. Among other things, this guidance will make more financial and nonfinancial hedging strategies eligible for hedge accounting, amend presentation and disclosure requirements, and change how companies assess effectiveness. This guidance is required for public companies for annual and interim periods beginning after December 15, 2018, with early adoption permitted. The Company will adopt this guidance effective April 1, 2018, and is in the process of evaluating the ongoing impact to the Company’s consolidated financial statements.

In February 2018, the FASB issued guidance to address certain stranded income tax effects in accumulated other comprehensive income/loss (“AOCI”) resulting from the enactment of the U.S. “Tax Cuts and Jobs Act” signed into law on December 22, 2017. The amendment provides financial statement preparers with an option to reclassify stranded tax effects within AOCI, resulting from the reduction of the U.S. federal corporate income tax rate, to retained earnings. The amendment also includes disclosure requirements regarding the Company’s accounting policy for releasing income tax effects from AOCI. The amendment is effective for annual periods, and interim periods within those annual periods, beginning after December 15, 2018. Early adoption is permitted, and the provisions of the amendment should be applied either in the period of adoption or retrospectively to each period in which the effect of the change in the U.S. federal corporate income tax rate in the Tax Cuts and Jobs Act is recognized. While the Company is still evaluating the provisions of this amendment, should the Company choose to adopt this guidance, it is not expected to have a material impact on the Company’s consolidated financial statements .

NOTE 3 — NET SALES

As discussed in Note 2, effective January 1, 2018, the Company adopted accounting guidance, Topic 606, issued by the FASB related to the recognition of revenue from contracts with customers. The Company’s accounting policy and practical expedient elections related to revenue recognition, including those elected as a result of the adoption of Topic 606, are summarized as follows.

Sales are recognized at a point when control of the promised goods or services is transferred to the customer in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services, and when the Company’s related performance obligation is satisfied under the terms of the contract. Standard terms of delivery are included in contracts of sale, order confirmation documents, and invoices. Sales and other taxes that the Company collects concurrent with sales-producing activities are excluded from “Net sales” and included as a component of “Cost of sales” in the condensed consolidated statements of operations. Additionally, freight and any directly related costs of transporting finished products to customers are accounted for as fulfillment costs and are also included within “Cost of sales”. The amount of net sales recognized varies with changes in returns, rebates, cash sales incentives, and other allowances offered to customers based on the Company’s experience.

The Company has elected to apply the following practical expedients as allowed under Topic 606:

- The incremental costs of obtaining contracts are expensed as incurred if the amortization period of the assets that the Company otherwise would have recognized is one year or less, and are included within “Selling, general and administrative expenses” in the condensed consolidated statements of operations.
- When the period between customer payment and transfer of goods/services is determined to be one year or less at contract inception, the promised amount of consideration under the contract is not adjusted for the effects of a significant financing component.
- In consideration of the disclosure requirements regarding the transaction price and expected period of recognition of remaining performance obligations that are unsatisfied as of the end of a reporting period, the Company has elected the following optional exemptions:
 - The Company will not disclose the aggregate amount of the transaction price allocated to remaining performance obligations for its contracts with an original expected duration of one year or less, which applies to the vast majority of the Company’s contracts with customers.

- For contracts with customers containing variable consideration (via enforceable minimum volume requirements) and an original expected duration greater than one year, the Company will not disclose the transaction price allocated to remaining performance obligations if the variable consideration is allocated entirely to a wholly unsatisfied performance obligation. Under these contracts with customers, each unit of production generally represents a separate performance obligation, the pricing for which is based on current or forecasted raw material prices, often using formulas that utilize commodity indices. Therefore, future volumes are wholly unsatisfied and disclosure of the transaction price allocated to remaining performance obligations is not required. The variable consideration in these contracts is resolved typically at the issuance of a purchase order or as of the date of revenue recognition.

The following table provides disclosure of net sales to external customers by primary geographical market (based on the location where sales originated), by segment for the three months ended March 31, 2018 and 2017, respectively:

| Three Months Ended | | | | | | |
|---------------------------|-----------------|------------------|--------------------|--------------------|-------------------|-------------------|
| March 31, 2018 | | | | | | |
| | Latex | Synthetic | Performance | | | |
| | Binders | Rubber | Plastics | Polystyrene | Feedstocks | Total |
| United States | \$ 64.3 | \$ — | \$ 84.1 | \$ 0.2 | \$ 3.7 | \$ 152.3 |
| Europe | 113.3 | 149.2 | 249.2 | 148.2 | 57.9 | 717.8 |
| Asia-Pacific | 74.3 | — | 47.3 | 91.2 | 13.0 | 225.8 |
| Rest of World | 3.4 | — | 22.3 | — | — | 25.7 |
| Total | \$ 255.3 | \$ 149.2 | \$ 402.9 | \$ 239.6 | \$ 74.6 | \$ 1,121.6 |

| Three Months Ended | | | | | | |
|--------------------------------------|-----------------|------------------|--------------------|--------------------|-------------------|-------------------|
| March 31, 2017 ⁽¹⁾ | | | | | | |
| | Latex | Synthetic | Performance | | | |
| | Binders | Rubber | Plastics | Polystyrene | Feedstocks | Total |
| United States | \$ 76.0 | \$ — | \$ 82.8 | \$ 0.2 | \$ 3.8 | \$ 162.8 |
| Europe | 119.5 | 163.4 | 199.4 | 140.1 | 34.7 | 657.1 |
| Asia-Pacific | 89.0 | — | 32.7 | 88.1 | 48.4 | 258.2 |
| Rest of World | 4.4 | — | 22.0 | — | — | 26.4 |
| Total | \$ 288.9 | \$ 163.4 | \$ 336.9 | \$ 228.4 | \$ 86.9 | \$ 1,104.5 |

- (1) As the Company has adopted Topic 606 utilizing the modified retrospective approach, amounts for the three months ended March 31, 2017 above are disclosed as recognized under Topic 605.

For all material contracts with customers, control is transferred and sales are recognized at a point in time, when the Company satisfies the performance obligations according to the terms of the contract, and when title and the risk of loss is passed to the customer. Title and risk of loss varies by region and customer and is determined based upon the purchase order received from the customer and the applicable contractual terms or jurisdictional standards. The Company receives cash equal to the invoice price for most product sales, subject to cash sales incentives with certain customers, with payment terms generally ranging from 10 to 90 days (with an approximate weighted average of 50 days as of March 31, 2018), also varying by segment and region.

Certain of the Company's contracts with customers contain multiple performance obligations, most commonly due to the sale of multiple distinct products. The transaction price within these contracts is allocated between these separate and distinct products based on their stand-alone selling prices, as defined within the contract. The Company's products are typically sold at observable stand-alone sales values, which are used to determine the estimated stand-alone selling price. The stand-alone selling prices of the Company's products are generally based, in part, on the current or forecasted costs of key raw materials, but are often subject to a predetermined lag period for the pass through of these costs. As such, contracts with customers typically include provisions that allow for the changes in stand-alone selling prices to reflect the pass through of changes in raw material costs, often using pricing formulas that utilize commodity indices.

In cases where the Company's transaction price is considered variable at the point of revenue recognition, the 'most likely amount' method is used to estimate the effect of any related uncertainty. In formulating this estimate, the

Company considers all historical, current, and forecasted information that is reasonably available to identify a reasonable number of possible consideration amounts. Once the transaction price, including impacts of variable consideration, is estimated, revenue is recognized only to the extent that it is probable that a subsequent change in the estimate would not result in a significant revenue reversal. Furthermore, if the Company is not able to rely on observable stand-alone selling prices, the ‘expected cost plus a margin approach’ is utilized to estimate the stand-alone selling price of each performance obligation, primarily utilizing historical experience. During the three months ended March 31, 2018, the impact of recognizing changes in selling prices related to prior periods was immaterial.

NOTE 4—INVESTMENTS IN UNCONSOLIDATED AFFILIATES

The Company is currently supplemented by one joint venture, Americas Styrenics LLC (“Americas Styrenics”, a styrene and polystyrene joint venture with Chevron Phillips Chemical Company LP). Previously, the Company also had a 50% share in Sumika Styron Polycarbonate Limited (“Sumika Styron Polycarbonate”, a polycarbonate, or PC, joint venture with Sumitomo Chemical Company Limited), until the sale of the Company’s investment in the joint venture during the first quarter of 2017 (refer to discussion below for further information). Investments held in unconsolidated affiliates are accounted for by the equity method. The results of Americas Styrenics are included within its own reporting segment. The results of Sumika Styron Polycarbonate were included within the Performance Plastics reporting segment (as recast due to the segment realignment effective January 1, 2018 discussed further in Note 15) until the Company sold its share of the entity during the first quarter of 2017.

Both of the unconsolidated affiliates are privately held companies; therefore, quoted market prices for their stock are not available. The summarized financial information of the Company’s unconsolidated affiliates is shown below. This table includes summarized financial information for Sumika Styron Polycarbonate through the date of sale in January 2017.

| | Three Months Ended March 31, | |
|--------------|---------------------------------|----------|
| | 2018 | 2017 |
| Sales | \$ 486.6 | \$ 433.9 |
| Gross profit | \$ 95.2 | \$ 20.6 |
| Net income | \$ 85.7 | \$ 6.3 |

Americas Styrenics

As of March 31, 2018 and December 31, 2017, respectively, the Company’s investment in Americas Styrenics was \$168.1 million and \$152.5 million, which was \$43.8 million and \$46.4 million less than the Company’s 50% share of the underlying net assets of Americas Styrenics. This amount represents the difference between the book value of assets contributed to the joint venture at the time of formation (May 1, 2008) and the Company’s 50% share of the total recorded value of the joint venture’s assets and certain adjustments to conform with the Company’s accounting policies. This difference is being amortized over a weighted average remaining useful life of the contributed assets of approximately 2.6 years as of March 31, 2018. The Company received dividends from Americas Styrenics of \$30.0 million and \$7.5 million during the three months ended March 31, 2018 and 2017, respectively.

Sumika Styron Polycarbonate

On January 31, 2017, the Company completed the sale of its 50% share in Sumika Styron Polycarbonate to Sumitomo Chemical Company Limited for total sales proceeds of approximately \$42.1 million. As a result, the Company recorded a gain on sale of \$9.3 million during the three months ended March 31, 2017, which was included within “Other income, net” in the condensed consolidated statement of operations and was allocated entirely to the Performance Plastics segment (as recast under the segment realignment discussed further in Note 15). In addition, the parties entered into a long-term agreement to continue sourcing PC resin from Sumika Styron Polycarbonate to the Company’s Performance Plastics segment.

Due to the sale in January 2017, the Company no longer had an investment in Sumika Styron Polycarbonate as of December 31, 2017. The Company received dividends from Sumika Styron Polycarbonate of \$9.8 million during the three months ended March 31, 2017 related to the Company’s proportionate share of earnings from the year ended December 31, 2016.

NOTE 5—INVENTORIES

Inventories consisted of the following:

| | March 31, 2018 | December 31, 2017 |
|---------------------------------------|-------------------|-------------------------|
| Finished goods | \$ 285.6 | \$ 250.9 |
| Raw materials and semi-finished goods | 265.1 | 226.7 |
| Supplies | 37.6 | 32.8 |
| Total | <u>\$ 588.3</u> | <u>\$ 510.4</u> |

NOTE 6—DEBT

Refer to the Annual Report for definitions of capitalized terms not included herein and further background on the Company’s debt structure discussed below. The Company was in compliance with all debt related covenants as of March 31, 2018 and December 31, 2017.

As of March 31, 2018 and December 31, 2017, debt consisted of the following:

| | Interest Rate as of March 31, 2018 | Maturity Date | March 31, 2018 | | | December 31, 2017 | | |
|--|---------------------------------------|----------------|-------------------|--|--|-------------------|--|--|
| | | | Carrying Amount | Unamortized Deferred Financing Fees ⁽¹⁾ | Total Debt, Less Unamortized Deferred Financing Fees | Carrying Amount | Unamortized Deferred Financing Fees ⁽¹⁾ | Total Debt, Less Unamortized Deferred Financing Fees |
| Senior Credit Facility | | | | | | | | |
| 2022 Revolving Facility ⁽²⁾ | Various | September 2022 | \$ — | \$ — | \$ — | \$ — | \$ — | \$ — |
| 2024 Term Loan B | 4.377% | September 2024 | 696.5 | (17.8) | 678.7 | 698.3 | (18.3) | 680.0 |
| 2025 Senior Notes | 5.375% | September 2025 | 500.0 | (9.1) | 490.9 | 500.0 | (9.4) | 490.6 |
| Accounts Receivable Securitization Facility ⁽³⁾ | Various | May 2019 | — | — | — | — | — | — |
| Other indebtedness | Various | Various | 1.4 | — | 1.4 | 1.4 | — | 1.4 |
| Total debt | | | <u>\$ 1,197.9</u> | <u>\$ (26.9)</u> | <u>\$ 1,171.0</u> | <u>\$ 1,199.7</u> | <u>\$ (27.7)</u> | <u>\$ 1,172.0</u> |
| Less: current portion | | | | | (7.0) | | | (7.0) |
| Total long-term debt, net of unamortized deferred financing fees | | | | | <u>\$ 1,164.0</u> | | | <u>\$ 1,165.0</u> |

- (1) This caption does not include deferred financing fees related to the Company’s revolving facilities, which are included within “Deferred charges and other assets” on the condensed consolidated balance sheets.
- (2) Under the 2022 Revolving Facility, the Company had a capacity of \$375.0 million and funds available for borrowing of \$359.9 million (net of \$15.1 million outstanding letters of credit) as of March 31, 2018. Additionally, the Company is required to pay a quarterly commitment fee in respect of any unused commitments under this facility equal to 0.375% per annum.
- (3) The 2024 Term Loan B bears an interest rate of LIBOR plus 2.50%, subject to a 0.00% LIBOR floor. As of March 31, 2018, \$7.0 million of the scheduled future payments related to this facility were classified as current debt on the Company’s condensed consolidated balance sheet.
- (4) This facility had a borrowing capacity of \$150.0 million as of March 31, 2018. Additionally, as of March 31, 2018, the Company had accounts receivable available to support this facility in excess of its borrowing capacity, based on the pool of eligible accounts receivable. In regard to outstanding borrowings, fixed interest charges are 1.95% plus variable commercial paper rates, while for available, but undrawn commitments, fixed interest charges are 1.0%.

NOTE 7—GOODWILL

The following table shows changes in the carrying amount of goodwill, by segment, from December 31, 2017 to March 31, 2018. Prior period balances in this table have been recast in conjunction with the segment realignment that occurred during the first quarter of 2018. Refer to Note 15 for further information.

| | Latex | Synthetic | Performance | Americas | | | Total |
|-------------------------------------|----------------|----------------|----------------|---------------|-------------|-------------|----------------|
| | Binders | Rubber | Plastics | Polystyrene | Feedstocks | Styrenics | |
| Balance at December 31, 2017 | \$ 16.5 | \$ 11.7 | \$ 39.6 | \$ 4.7 | \$ — | \$ — | \$ 72.5 |
| Foreign currency impact | 0.4 | 0.3 | 0.9 | 0.1 | — | — | 1.7 |
| Balance at March 31, 2018 | <u>\$ 16.9</u> | <u>\$ 12.0</u> | <u>\$ 40.5</u> | <u>\$ 4.8</u> | <u>\$ —</u> | <u>\$ —</u> | <u>\$ 74.2</u> |

NOTE 8—DERIVATIVE INSTRUMENTS

The Company's ongoing business operations expose it to various risks, including fluctuating foreign exchange rates and interest rate risk. To manage these risks, the Company periodically enters into derivative financial instruments, such as foreign exchange forward contracts and interest rate swap agreements. The Company does not hold or enter into financial instruments for trading or speculative purposes. All derivatives are recorded on the condensed consolidated balance sheets at fair value. Refer to Note 9 for fair value disclosures related to these instruments.

Foreign Exchange Forward Contracts

Certain subsidiaries have assets and liabilities denominated in currencies other than their respective functional currencies, which creates foreign exchange risk. The Company's principal strategy in managing its exposure to changes in foreign currency exchange rates is to naturally hedge the foreign currency-denominated liabilities on our balance sheet against corresponding assets of the same currency such that any changes in liabilities due to fluctuations in exchange rates are offset by changes in their corresponding foreign currency assets. In order to further reduce this exposure, the Company also uses foreign exchange forward contracts to economically hedge the impact of the variability in exchange rates on assets and liabilities denominated in certain foreign currencies. These derivative contracts are not designated for hedge accounting treatment.

As of March 31, 2018, the Company had open foreign exchange forward contracts with a notional U.S. dollar equivalent absolute value of \$334.7 million. The following table displays the notional amounts of the most significant net foreign exchange hedge positions outstanding as of March 31, 2018:

| Buy / (Sell) | March 31, 2018 |
|-------------------|-------------------|
| Euro | \$ (129.4) |
| Chinese Yuan | \$ (78.2) |
| Swiss Franc | \$ 54.6 |
| Taiwan Dollar | \$ 14.4 |
| Indonesian Rupiah | \$ (14.0) |

Open foreign exchange forward contracts as of March 31, 2018 had maturities occurring over a period of two months.

Foreign Exchange Cash Flow Hedges

The Company also enters into forward contracts with the objective of managing the currency risk associated with forecasted U.S. dollar-denominated raw materials purchases by one of its subsidiaries whose functional currency is the euro. By entering into these forward contracts, which are designated as cash flow hedges, the Company buys a designated amount of U.S. dollars and sells euros at the prevailing market rate to mitigate the risk associated with the fluctuations in the euro-to-U.S. dollar foreign currency exchange rates. The qualifying hedge contracts are marked-to-market at each reporting date and any unrealized gains or losses are included in AOCI to the extent effective, and reclassified to cost of sales in the period during which the transaction affects earnings or it becomes probable that the forecasted transaction will not occur.

Open foreign exchange cash flow hedges as of March 31, 2018 had maturities occurring over a period of nine months, and had a net notional U.S. dollar equivalent of \$162.0 million.

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Interest Rate Swaps

On September 6, 2017, the Company issued the 2024 Term Loan B, which bears an interest rate of LIBOR plus 2.50%, subject to a 0.00% LIBOR floor. In order to reduce the variability in interest payments associated with the Company's variable rate debt, during the third quarter of 2017, the Company entered into certain interest rate swap agreements to convert a portion of these variable rate borrowings into a fixed rate obligation. These interest rate swap agreements are designated as cash flow hedges, and as such, the contracts are marked-to-market at each reporting date and any unrealized gains or losses are included in AOCI to the extent effective, and reclassified to interest expense in the period during which the transaction affects earnings or it becomes probable that the forecasted transaction will not occur.

As of March 31, 2018, the Company had open interest rate swap agreements with a net notional U.S. dollar equivalent of \$200.0 million which had an effective date of September 29, 2017 and mature over a period of five years. Under the terms of the swap agreements, the Company is required to pay the counterparties a stream of fixed interest payments at a rate of 1.81%, and in turn, receives variable interest payments based on 1-month LIBOR (1.88% as of March 31, 2018) from the counterparties.

Net Investment Hedge

Through August 31, 2017, the Company had designated a portion (€280 million) of the original principal amount of the Company's previous €375.0 million Euro Notes as a hedge of the foreign currency exposure of the Issuers' net investment in certain European subsidiaries. Effective September 1, 2017, the Company de-designated the Euro Notes as a net investment hedge of the Issuers' net investment in certain European subsidiaries, as the Euro Notes were redeemed on September 7, 2017. Through the date of de-designation, this hedge was deemed to be highly effective, and changes in the Euro Notes' carrying value resulting from fluctuations in the euro exchange rate were recorded as cumulative foreign currency translation loss of \$24.1 million within AOCI as of December 31, 2017.

On August 29, 2017, the Issuers executed an indenture pursuant to which they issued the \$500.0 million 5.375% 2025 Senior Notes. Subsequently, on September 1, 2017, the Company entered into certain fixed-for-fixed cross currency swaps ("CCS"), swapping USD principal and interest payments on the newly issued 2025 Senior Notes for euro-denominated payments. Under the terms of the CCS, the Company has notionally exchanged \$500.0 million at an interest rate of 5.375% for €420 million at a weighted average interest rate of 3.45% for approximately five years.

Effective September 1, 2017, the Company designated the full notional amount of the CCS (€420 million) as a hedge of the Issuers' net investment in certain European subsidiaries. As the CCS were deemed to be highly effective hedges, changes in the fair value of the CCS were recorded as cumulative foreign currency translation loss of \$38.0 million within AOCI as of March 31, 2018.

Summary of Derivative Instruments

Information regarding changes in the fair value of the Company's derivative instruments, net of tax, including those not designated for hedge accounting treatment, is as follows:

| | Gain (Loss) Recognized in AOCI on Balance Sheet | | Gain (Loss) Recognized in Statement of Operations | | Statement of Operations Classification |
|---|--|----------|--|----------|---|
| | Three Months Ended March 31, | | | | |
| | 2018 | 2017 | 2018 | 2017 | |
| Designated as Cash Flow Hedges | | | | | |
| Foreign exchange cash flow hedges | \$ (0.5) | \$ (4.8) | \$ (3.7) | \$ 2.5 | Cost of sales |
| Interest rate swaps | 3.3 | — | (0.1) | — | Interest expense, net |
| Total | \$ 2.8 | \$ (4.8) | \$ (3.8) | \$ 2.5 | |
| Net Investment Hedges | | | | | |
| Euro Notes | \$ — | \$ (5.0) | \$ — | \$ — | |
| Cross-currency swaps (CCS) | (20.4) | — | — | — | |
| Total | \$ (20.4) | \$ (5.0) | \$ — | \$ — | |
| Not Designated as Cash Flow Hedges | | | | | |
| Foreign exchange forward contracts | \$ — | \$ — | \$ (5.3) | \$ (1.7) | Other income, net |
| Total | \$ — | \$ — | \$ (5.3) | \$ (1.7) | |

The Company recorded losses of \$5.3 million and \$1.7 million during the three months ended March 31, 2018 and

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2017, respectively, from settlements and changes in the fair value of outstanding forward contracts (not designated as hedges). The losses from these forward contracts offset net foreign exchange transaction gains of \$10.4 million and \$0.6 million during the three months ended March 31, 2018 and 2017, respectively, which resulted from the remeasurement of the Company's foreign currency denominated assets and liabilities. The cash settlements of these foreign exchange forward contracts are included within operating activities in the condensed consolidated statement of cash flows.

As of March 31, 2018, the Company had no ineffectiveness related to its derivatives designated as hedging instruments. Further, the Company expects to reclassify in the next twelve months an approximate \$11.5 million net loss from AOCI into earnings related to the Company's outstanding foreign exchange cash flow hedges and interest rate swaps as of March 31, 2018 based on current foreign exchange rates.

The following table summarizes the net unrealized gains and losses and balance sheet classification of outstanding derivatives recorded in the condensed consolidated balance sheets:

| Balance Sheet Classification | March 31, 2018 | | | | | December 31, 2017 | | | | |
|---------------------------------------|-------------------|-----------------------------------|---------------------|----------------------|-------------------|-------------------|-----------------------------------|---------------------|----------------------|-------------------|
| | Foreign Exchange | Foreign Exchange Cash Flow Hedges | Interest Rate Swaps | Cross-Currency Swaps | Total | Foreign Exchange | Foreign Exchange Cash Flow Hedges | Interest Rate Swaps | Cross-Currency Swaps | Total |
| | Forward Contracts | Forward Contracts | Forward Contracts | Forward Contracts | Forward Contracts | Forward Contracts | Forward Contracts | Forward Contracts | Forward Contracts | Forward Contracts |
| Asset Derivatives: | | | | | | | | | | |
| Accounts receivable, net of allowance | \$ 0.3 | \$ — | \$ 0.6 | \$ 10.4 | \$ 11.3 | \$ 0.1 | \$ — | \$ — | \$ 10.8 | \$ 10.9 |
| Deferred charges and other assets | — | — | 5.6 | — | 5.6 | — | — | 3.0 | — | 3.0 |
| Total asset derivatives | \$ 0.3 | \$ — | \$ 6.2 | \$ 10.4 | \$ 16.9 | \$ 0.1 | \$ — | \$ 3.0 | \$ 10.8 | \$ 13.9 |
| Liability Derivatives: | | | | | | | | | | |
| Accounts payable | \$ 2.8 | \$ 12.1 | \$ — | \$ — | \$ 14.9 | \$ 2.5 | \$ 11.1 | \$ 0.1 | \$ — | \$ 13.7 |
| Other noncurrent obligations | — | — | — | 48.3 | 48.3 | — | — | — | 28.3 | 28.3 |
| Total liability derivatives | \$ 2.8 | \$ 12.1 | \$ — | \$ 48.3 | \$ 63.2 | \$ 2.5 | \$ 11.1 | \$ 0.1 | \$ 28.3 | \$ 42.0 |

Forward contracts, interest rate swaps, and cross currency swaps are entered into with a limited number of counterparties, each of which allows for net settlement of all contracts through a single payment in a single currency in the event of a default on or termination of any one contract. As such, in accordance with the Company's accounting policy, these derivative instruments are recorded on a net basis by counterparty within the condensed consolidated balance sheets. Information regarding the gross amounts of the Company's derivative instruments and the amounts offset in the condensed consolidated balance sheets is as follows:

| | Gross Amounts Recognized in the Balance Sheet | Gross Amounts Offset in the Balance Sheet | Net Amounts Presented in the Balance Sheet |
|--------------------------------------|---|---|--|
| Balance at March 31, 2018 | | | |
| Derivative assets - Current | \$ 11.4 | \$ (0.1) | \$ 11.3 |
| Derivative assets - Non-Current | 5.6 | — | 5.6 |
| Derivative liabilities - Current | 15.0 | (0.1) | 14.9 |
| Derivative liabilities - Non-Current | 48.3 | — | 48.3 |
| Balance at December 31, 2017 | | | |
| Derivative assets - Current | \$ 11.5 | \$ (0.6) | \$ 10.9 |
| Derivative assets - Non-Current | 3.0 | — | 3.0 |
| Derivative liabilities - Current | 14.3 | (0.6) | 13.7 |
| Derivative liabilities - Non-Current | 28.3 | — | 28.3 |

Refer to Notes 9 and 17 of the condensed consolidated financial statements for further information regarding the fair value of the Company's derivative instruments and the related changes in AOCI.

NOTE 9—FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Assets and liabilities measured at fair value are classified using the following hierarchy, which is based upon the transparency of inputs to the valuation as of the measurement date.

Level 1—Valuation is based upon quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—Valuation is based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3—Valuation is based upon other unobservable inputs that are significant to the fair value measurement.

The following table summarizes the basis used to measure certain assets and liabilities at fair value on a recurring basis in the condensed consolidated balance sheets as of March 31, 2018 and December 31, 2017:

| Assets (Liabilities) at Fair Value | March 31, 2018 | | | Total |
|--|--|--|--|------------------|
| | Quoted Prices in Active Markets for Identical Items (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | |
| Foreign exchange forward contracts—Assets | \$ — | \$ 0.3 | \$ — | \$ 0.3 |
| Foreign exchange forward contracts—(Liabilities) | — | (2.8) | — | (2.8) |
| Foreign exchange cash flow hedges—(Liabilities) | — | (12.1) | — | (12.1) |
| Interest rate swaps—Assets | — | 6.2 | — | 6.2 |
| Cross-currency swaps—Assets | — | 10.4 | — | 10.4 |
| Cross-currency swaps—(Liabilities) | — | (48.3) | — | (48.3) |
| Total fair value | \$ — | \$ (46.3) | \$ — | \$ (46.3) |

| Assets (Liabilities) at Fair Value | December 31, 2017 | | | Total |
|--|--|--|--|------------------|
| | Quoted Prices in Active Markets for Identical Items (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | |
| Foreign exchange forward contracts—Assets | \$ — | \$ 0.1 | \$ — | \$ 0.1 |
| Foreign exchange forward contracts—(Liabilities) | — | (2.5) | — | (2.5) |
| Foreign exchange cash flow hedges—(Liabilities) | — | (11.1) | — | (11.1) |
| Interest rate swaps—Assets | — | 3.0 | — | 3.0 |
| Interest rate swaps—(Liabilities) | — | (0.1) | — | (0.1) |
| Cross-currency swaps—Assets | — | 10.8 | — | 10.8 |
| Cross-currency swaps—(Liabilities) | — | (28.3) | — | (28.3) |
| Total fair value | \$ — | \$ (28.1) | \$ — | \$ (28.1) |

The Company uses an income approach to value its derivative instruments, utilizing discounted cash flow techniques, considering the terms of the contract and observable market information available as of the reporting date, such as interest rate yield curves and currency spot and forward rates. Significant inputs to the valuation for these derivative instruments are obtained from broker quotations or from listed or over-the-counter market data, and are classified as Level 2 in the fair value hierarchy.

[Table of Contents](#)*Fair Value of Debt Instruments*

The following table presents the estimated fair value of the Company's outstanding debt not carried at fair value as of March 31, 2018 and December 31, 2017, respectively:

| | As of March 31, 2018 | As of December 31, 2017 |
|-------------------|-------------------------|----------------------------|
| 2025 Senior Notes | \$ 495.2 | \$ 518.8 |
| 2024 Term Loan B | 701.7 | 705.7 |
| Total fair value | <u>\$ 1,196.9</u> | <u>\$ 1,224.5</u> |

The fair value of the Company's debt facilities above (each Level 2 securities) is determined using over-the-counter market quotes and benchmark yields received from independent vendors.

There were no other significant financial instruments outstanding as of March 31, 2018 and December 31, 2017.

NOTE 10—PROVISION FOR INCOME TAXES

| | Three Months Ended March 31, | |
|---------------------------|---------------------------------|--------|
| | 2018 | 2017 |
| Effective income tax rate | 17.1 % | 20.0 % |

Provision for income taxes for the three months ended March 31, 2018 totaled \$24.9 million, resulting in an effective tax rate of 17.1%. Provision for income taxes for the three months ended March 31, 2017 totaled \$29.3 million, resulting in an effective tax rate of 20.0%.

The decrease in the effective tax rate for the three months ended March 31, 2018 as compared to the same period in 2017 was primarily driven by the reduction in the U.S. federal corporate tax rate from 35% to 21%, effective January 1, 2018, in accordance with the enactment of the Tax Cuts and Jobs Act signed into law on December 22, 2017. The decrease related to the reduction in the U.S. federal corporate tax rate effective in 2018 was partially offset by the \$9.3 million gain on sale of the Company's 50% share in Sumika Styron Polycarbonate during the three months ended March 31, 2017, which was exempt from tax (refer to Note 4 for further information).

NOTE 11—COMMITMENTS AND CONTINGENCIES*Environmental Matters*

Accruals for environmental matters are recorded when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated, based on current law, existing technologies and other information. Pursuant to the terms of the agreement associated with the Company's formation, the pre-closing environmental conditions were retained by Dow and Dow has agreed to indemnify the Company from and against all environmental liabilities incurred or relating to the predecessor periods. No environmental claims have been asserted or threatened against the Company, and the Company is not a potentially responsible party at any Superfund Sites. As of March 31, 2018 and December 31, 2017, the Company had no accrued obligations for environmental remediation and restoration costs.

Inherent uncertainties exist in the Company's potential environmental liabilities primarily due to unknown conditions, whether future claims may fall outside the scope of the indemnity, changing governmental regulations and legal standards regarding liability, and evolving technologies for handling site remediation and restoration. In connection with the Company's existing indemnification, the possibility is considered remote that environmental remediation costs will have a material adverse impact on the condensed consolidated financial statements.

Purchase Commitments

In the normal course of business, the Company has certain raw material purchase contracts where it is required to purchase certain minimum volumes at current market prices. These commitments range from 1 to 4 years. In certain raw material purchase contracts, the Company has the right to purchase less than the required minimums and pay a liquidated damages fee, or, in case of a permanent plant shutdown, to terminate the contracts. In such cases, these obligations

would be less than the annual commitment as disclosed in the Notes to Consolidated Financial Statements included in the Annual Report.

Litigation Matters

From time to time, the Company may be subject to various legal claims and proceedings incidental to the normal conduct of business, relating to such matters as product liability, antitrust/competition, past waste disposal practices and release of chemicals into the environment. While it is impossible at this time to determine with certainty the ultimate outcome of these routine claims, the Company does not believe that the ultimate resolution of these claims will have a material adverse effect on the Company's results of operations, financial condition or cash flow. Legal costs, including those legal costs expected to be incurred in connection with a loss contingency, are expensed as incurred.

NOTE 12—PENSION PLANS AND OTHER POSTRETIREMENT BENEFITS

The components of net periodic benefit costs for all significant plans were as follows:

| | Three Months Ended | |
|--|--------------------|---------------|
| | March 31, | |
| | 2018 | 2017 |
| Defined Benefit Pension Plans | | |
| Service cost | \$ 3.1 | \$ 4.6 |
| Interest cost | 1.3 | 1.1 |
| Expected return on plan assets | (0.6) | (0.4) |
| Amortization of prior service credit | (0.3) | (0.5) |
| Amortization of net loss | 1.0 | 1.4 |
| Net settlement and curtailment loss ⁽¹⁾ | — | 0.1 |
| Net periodic benefit cost | <u>\$ 4.5</u> | <u>\$ 6.3</u> |

(1) Represents a settlement loss of approximately \$0.5 million triggered by benefit payments exceeding the sum of service and interest cost for one of the Company's pension plans in Switzerland, partially offset by a curtailment gain of approximately \$0.4 million related to a reduction in the number of participants in the Company's pension plan in Japan.

| | Three Months Ended | |
|------------------------------------|--------------------|---------------|
| | March 31, | |
| | 2018 | 2017 |
| Other Postretirement Plans | | |
| Service cost | \$ — | \$ 0.1 |
| Interest cost | 0.1 | 0.1 |
| Amortization of prior service cost | — | — |
| Amortization of net gain | — | — |
| Net periodic benefit cost | <u>\$ 0.1</u> | <u>\$ 0.2</u> |

In accordance with recently issued accounting standards, service cost related to the Company's defined benefit pension plans and other postretirement plans is included within "Cost of sales" and "Selling, general and administrative expenses" whereas all other components of net periodic benefit cost are included within "Other income, net" in the condensed consolidated statements of operations. Refer to Note 2 for further information.

As of March 31, 2018 and December 31, 2017, the Company's benefit obligations included primarily in "Other noncurrent obligations" in the condensed consolidated balance sheets were \$195.2 million and \$188.7 million, respectively.

The Company made cash contributions and benefit payments to unfunded plans of approximately \$2.0 million during the three months ended March 31, 2018. The Company expects to make additional cash contributions, including benefit payments to unfunded plans, of approximately \$4.5 million to its defined benefit plans for the remainder of 2018.

NOTE 13—STOCK-BASED COMPENSATION

Refer to the Annual Report for definitions of capitalized terms not included herein and further background on the Company’s stock-based compensation programs included in the tables below.

The following table summarizes the Company’s stock-based compensation expense for the three months ended March 31, 2018 and 2017, as well as unrecognized compensation cost as of March 31, 2018:

| | Three Months Ended | | As of | |
|---|--------------------|---------------|--------------------------------|------------------------|
| | March 31, | | March 31, 2018 | |
| | 2018 | 2017 | Unrecognized Compensation Cost | Weighted Average Years |
| RSUs | \$ 2.2 | \$ 1.9 | \$ 14.9 | 2.2 |
| Options | 2.8 | 2.6 | 2.9 | 1.6 |
| PSUs | 0.5 | 0.2 | 6.7 | 2.5 |
| Total stock-based compensation expense | \$ 5.5 | \$ 4.7 | | |

The following table summarizes awards granted and the respective weighted average grant date fair value for the three months ended March 31, 2018:

| | Three Months Ended | |
|---------|--------------------|--|
| | March 31, 2018 | |
| | Awards Granted | Weighted Average Grant Date Fair Value per Award |
| RSUs | 97,676 | \$ 81.20 |
| Options | 202,963 | 22.29 |
| PSUs | 50,289 | 88.51 |

Option Awards

The following are the weighted average assumptions used within the Black-Scholes pricing model for the Company’s option awards granted during the three months ended March 31, 2018:

| | Three Months Ended |
|--------------------------|--------------------|
| | March 31, 2018 |
| Expected term (in years) | 5.50 |
| Expected volatility | 32.00 % |
| Risk-free interest rate | 2.71 % |
| Dividend yield | 2.00 % |

Since the Company’s equity interests were privately held prior to its initial public offering (“IPO”) in June 2014, there is limited publicly traded history of the Company’s ordinary shares. Until such time that the Company can determine expected volatility based solely on the publicly traded history of its ordinary shares, expected volatility used in the Black-Scholes model for option awards granted is based on a combination of the Company’s historical volatility and similar companies’ stock that are publicly traded. The expected term of option awards represents the period of time that option awards granted are expected to be outstanding. For the option awards granted during the three months ended March 31, 2018, the simplified method was used to calculate the expected term, given the Company’s limited historical exercise data. The risk-free interest rate for the periods within the expected term of option awards is based on the U.S. Treasury yield curve in effect at the time of grant. The dividend yield is estimated based on historical and expected dividend activity.

[Table of Contents](#)*Performance Share Units (PSUs)*

The following are the weighted average assumptions used within the Monte Carlo valuation model for PSUs granted during the three months ended March 31, 2018:

| | Three Months Ended | |
|--------------------------|---------------------------|---------|
| | March 31, | |
| | 2018 | |
| Expected term (in years) | | 3.00 |
| Expected volatility | | 36.00 % |
| Risk-free interest rate | | 2.42 % |
| Stock price | \$ | 81.20 |

Determining the fair value of PSUs requires considerable judgment, including estimating the expected volatility of the price of the Company's ordinary shares, the correlation between the Company's stock price and that of its peer companies, and the expected rate of interest. The expected volatility for each grant is determined based on the historical volatility of the Company's ordinary shares. The expected term of PSUs represents the length of the performance period. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for a duration equivalent to the performance period. The stock price is the closing price of the Company's ordinary shares on the grant date.

NOTE 14—ACQUISITIONS AND DIVESTITURES*Acquisition of API Plastics*

On July 10, 2017, the Company acquired 100% of the equity interests of API Applicazioni Plastiche Industriali S.p.A, or API Plastics, a privately held company. The gross purchase price for the acquisition was \$90.6 million, inclusive of \$8.4 million of cash acquired, yielding a net purchase price of \$82.3 million, all of which was paid for during the year ended December 31, 2017 (noting no cash flows during the three months ended March 31, 2017). API Plastics, based in Mussolente, Italy, is a manufacturer of soft-touch polymers and bioplastics, such as thermoplastic elastomers ("TPEs"), whose results are included within our Performance Plastics segment.

The Company allocated the purchase price of the acquisition to identifiable assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. During the first quarter of 2018, there were no changes to the purchase price allocation for the acquisition of API Plastics. However, further adjustments may be necessary as a result of the Company's ongoing assessment of additional information related to the fair value of assets acquired and liabilities assumed, including goodwill, during the measurement period. During the three months ended March 31, 2018, transaction and integration costs related to advisory and professional fees incurred in conjunction with the API Plastics acquisition were \$0.3 million, and were included within "Selling, general and administrative expenses" in the condensed consolidated statement of operations. Refer to the Annual Report for further information.

NOTE 15—SEGMENTS

Through December 31, 2017, the Company operated under two divisions: Performance Materials and Basic Plastics & Feedstocks. The Performance Materials division included the following reporting segments: Latex Binders, Synthetic Rubber, and Performance Plastics. The Basic Plastics & Feedstocks division included the following reporting segments: Basic Plastics, Feedstocks, and Americas Styrenics.

Effective January 1, 2018, the Company realigned its reporting segments to reflect the new model under which the business will be managed and results will be reviewed by the chief executive officer, who is the Company's chief operating decision maker. Under this new segmentation, the Company will no longer have divisions, but will continue to report operating results for six segments, four of which remain unchanged from the Company's prior segmentation: Latex Binders, Synthetic Rubber, Feedstocks, and Americas Styrenics. The results of our Polystyrene business, which was previously included within the results of the Basic Plastics segment, are now reported as a stand-alone segment. Performance Plastics, which previously consisted of compounds, blends, and ABS products sold to the automotive market, now includes the remaining portion of the Company's ABS business, as well as the results of the Company's SAN and PC businesses. This segmentation change will provide enhanced clarity to investors by concentrating the Company's more specialized plastics into a single reporting segment, while also reducing complexity as PC and ABS are the primary inputs into the downstream production of the Company's compounds and blends. The information in the tables below has been retroactively adjusted to reflect the changes in reporting segments.

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The Latex Binders segment produces styrene-butadiene latex, or SB latex, and other latex polymers and binders, primarily for coated paper and packaging board, carpet and artificial turf backings, as well as a number of performance latex binders applications, such as adhesive, building and construction and the technical textile paper market. The Synthetic Rubber segment produces synthetic rubber products used predominantly in high-performance tires, impact modifiers and technical rubber products, such as conveyer belts, hoses, seals and gaskets. The Performance Plastics segment produces highly engineered compounds and blends, and also includes our ABS, SAN, and PC businesses. The Performance Plastics segment, as recast, also included the results of our previously 50%-owned joint venture, Sumika Styron Polycarbonate, until the Company sold its share in the entity in January 2017 (refer to Note 4 for further information). Polystyrene is a stand-alone reporting segment, and includes a variety of general purpose polystyrenes, or GPPS, as well as HIPS, which is polystyrene that has been modified with polybutadiene rubber to increase its impact resistant properties. The Feedstocks segment includes the Company's production and procurement of styrene monomer outside of North America, which is used as a key raw material in many of the Company's products, including polystyrene, SB latex, ABS resins, solution styrene-butadiene rubber, or SSB, etc. Lastly, the Americas Styrenics segment consists solely of the operations of our 50%-owned joint venture, Americas Styrenics, a producer of both styrene monomer and polystyrene in North America.

Asset, capital expenditure, and intersegment sales information by reporting segment is not regularly reviewed or included with the Company's reporting to the chief operating decision maker. Therefore, this information has not been disclosed below.

| Three Months Ended | Latex Binders | Synthetic Rubber | Performance Plastics | Polystyrene | Feedstocks | Americas Styrenics | Corporate Unallocated | Total |
|--|------------------|---------------------|-------------------------|-------------|------------|-----------------------|--------------------------|------------|
| March 31, 2018 | | | | | | | | |
| Sales to external customers | \$ 255.3 | \$ 149.2 | \$ 402.9 | \$ 239.6 | \$ 74.6 | \$ — | \$ — | \$ 1,121.6 |
| Equity in earnings (losses) of unconsolidated affiliates | — | — | — | — | — | 45.5 | — | 45.5 |
| Adjusted EBITDA ⁽¹⁾ | 27.5 | 25.5 | 65.5 | 9.6 | 41.5 | 45.5 | — | — |
| Investment in unconsolidated affiliates | — | — | — | — | — | 168.1 | — | 168.1 |
| Depreciation and amortization | 6.1 | 11.2 | 6.4 | 2.9 | 3.0 | — | 2.3 | 31.9 |
| March 31, 2017 | | | | | | | | |
| Sales to external customers | \$ 288.9 | \$ 163.4 | \$ 336.9 | \$ 228.4 | \$ 86.9 | \$ — | \$ — | \$ 1,104.5 |
| Equity in earnings (losses) of unconsolidated affiliates | — | — | 0.8 | — | — | 18.5 | — | 19.3 |
| Adjusted EBITDA ⁽¹⁾ | 36.8 | 46.3 | 52.2 | 13.6 | 41.9 | 18.5 | — | — |
| Investment in unconsolidated affiliates | — | — | — | — | — | 160.6 | — | 160.6 |
| Depreciation and amortization | 5.7 | 8.4 | 4.0 | 2.0 | 2.5 | — | 2.1 | 24.7 |

(1) The Company's primary measure of segment operating performance is Adjusted EBITDA, which is defined as income from continuing operations before interest expense, net; provision for income taxes; depreciation and amortization expense; loss on extinguishment of long-term debt; asset impairment charges; gains or losses on the dispositions of businesses and assets; restructuring charges; acquisition related costs and other items. Segment Adjusted EBITDA is a key metric that is used by management to evaluate business performance in comparison to budgets, forecasts, and prior year financial results, providing a measure that management believes reflects core operating performance by removing the impact of transactions and events that would not be considered a part of core operations. Other companies in the industry may define Segment Adjusted EBITDA differently than the Company, and as a result, it may be difficult to use Segment Adjusted EBITDA, or similarly named financial measures, that other companies may use to compare the performance of those companies to the Company's segment performance.

The reconciliation of income before income taxes to Segment Adjusted EBITDA is as follows:

| | Three Months Ended March 31, | |
|---|---------------------------------|-----------------|
| | 2018 | 2017 |
| Income before income taxes | \$ 145.2 | \$ 146.6 |
| Interest expense, net | 14.9 | 18.2 |
| Depreciation and amortization | 31.9 | 24.7 |
| Corporate Unallocated ⁽²⁾ | 20.1 | 27.6 |
| Adjusted EBITDA Addbacks ⁽³⁾ | 3.0 | (7.8) |
| Segment Adjusted EBITDA | <u>\$ 215.1</u> | <u>\$ 209.3</u> |

(2) Corporate unallocated includes corporate overhead costs and certain other income and expenses.

(3) Adjusted EBITDA addbacks for the three months ended March 31, 2018 and 2017 are as follows:

| | Three Months Ended March 31, | |
|---|---------------------------------|-----------------|
| | 2018 | 2017 |
| Net gain on disposition of businesses and assets (Note 4) | \$ (0.5) | \$ (9.9) |
| Restructuring and other charges (Note 16) | 0.5 | 2.1 |
| Acquisition transaction and integration costs (Note 14) | 0.3 | — |
| Other items ^(a) | 2.7 | — |
| Total Adjusted EBITDA Addbacks | <u>\$ 3.0</u> | <u>\$ (7.8)</u> |

(a) Other items for the three months ended March 31, 2018 relate to advisory and professional fees incurred in conjunction with the Company's initiative to transition business services from Dow, including certain administrative services such as accounts payable, logistics, and IT services.

NOTE 16—RESTRUCTURING

Refer to the Annual Report for further details regarding the Company's previously announced restructuring activities included in the tables below. Restructuring charges are included within "Selling, general and administrative expenses" in the condensed consolidated statements of operations.

The following table provides detail of the Company's restructuring charges for the three months ended March 31, 2018 and 2017:

| | Three Months Ended March 31, | | Cumulative Life-to-date Charges | Segment |
|---|---------------------------------|---------------|---------------------------------------|----------------------|
| | 2018 | 2017 | | |
| <i>Terneuzen Compounding Restructuring ⁽¹⁾</i> | | | | |
| Asset impairment/accelerated depreciation | \$ 0.3 | \$ 0.6 | \$ 2.3 | |
| Employee termination benefits | 0.1 | — | 0.7 | |
| Contract terminations | — | 0.6 | 0.6 | |
| Decommissioning and other | — | — | 0.8 | |
| Terneuzen Subtotal | <u>\$ 0.4</u> | <u>\$ 1.2</u> | <u>\$ 4.4</u> | Performance Plastics |
| <i>Livorno Plant Restructuring ⁽²⁾</i> | | | | |
| Asset impairment/accelerated depreciation | \$ — | \$ — | \$ 14.3 | |
| Employee termination benefits | — | 0.2 | 5.4 | |
| Contract terminations | — | — | 0.3 | |
| Decommissioning and other | 0.3 | 0.6 | 3.3 | |
| Livorno Subtotal | <u>\$ 0.3</u> | <u>\$ 0.8</u> | <u>\$ 23.3</u> | Latex Binders |
| Other Restructurings | 0.1 | 0.7 | | Various |
| Total Restructuring Charges | <u>\$ 0.8</u> | <u>\$ 2.7</u> | | |

(1) In March 2017, the Company announced plans to upgrade its production capability for compounded resins with the construction of a new state-of-the art compounding facility to replace its existing compounding

facility in Terneuzen, The Netherlands. The new facility is expected to be operational by the end of 2018, with substantive production at the existing facility expected to cease by December 2018, followed by decommissioning activities in 2019. The Company expects to incur incremental accelerated depreciation charges of approximately \$0.9 million through the end of 2018, as well as estimated employee termination benefit charges and decommissioning and other charges of approximately \$0.9 million throughout 2019, the majority of which are expected to be paid throughout 2019.

- (2) In August 2016, the Company announced its plan to cease manufacturing activities at its latex binders manufacturing facility in Livorno, Italy. Production at the facility ceased in October 2016, followed by decommissioning activities which began in the fourth quarter of 2016. The Company does not expect to incur additional employee termination benefit charges related to this restructuring. The Company expects to incur additional decommissioning costs associated with this plant shutdown in 2018, the cost of which will be expensed as incurred.

The following table provides a rollforward of the liability balances associated with the Company’s restructuring activities as of March 31, 2018. Employee termination benefit and contract termination charges are recorded within “Accrued expenses and other current liabilities” in the condensed consolidated balance sheet.

| | Balance at December 31, 2017 | Expenses | Deductions ⁽¹⁾ | Balance at March 31, 2018 |
|-------------------------------|---------------------------------|----------|---------------------------|------------------------------|
| Employee termination benefits | \$ 1.4 | \$ 0.1 | \$ (0.6) | \$ 0.9 |
| Contract terminations | 0.6 | — | — | 0.6 |
| Decommissioning and other | — | 0.4 | (0.4) | — |
| Total | \$ 2.0 | \$ 0.5 | \$ (1.0) | \$ 1.5 |

- (1) Includes primarily payments made against the existing accrual, as well as immaterial impacts of foreign currency remeasurement.

NOTE 17—ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The components of AOCI, net of income taxes, consisted of:

| Three Months Ended March 31, 2018 and 2017 | Cumulative Translation Adjustments | Pension & Other Postretirement Benefit Plans, Net | Cash Flow Hedges, Net | Total |
|---|--|---|--------------------------|------------|
| Balance at December 31, 2017 | \$ (94.5) | \$ (45.0) | \$ (6.1) | \$ (145.6) |
| Other comprehensive income (loss) | (2.1) | — | (1.0) | (3.1) |
| Amounts reclassified from AOCI to net income ⁽¹⁾ | — | 0.6 | 3.8 | 4.4 |
| Balance at March 31, 2018 | \$ (96.6) | \$ (44.4) | \$ (3.3) | \$ (144.3) |
| Balance as of December 31, 2016 | \$ (119.0) | \$ (63.5) | \$ 12.3 | \$ (170.2) |
| Other comprehensive income (loss) | 4.2 | — | (2.3) | 1.9 |
| Amounts reclassified from AOCI to net income ⁽¹⁾ | — | 1.4 | (2.5) | (1.1) |
| Balance as of March 31, 2017 | \$ (114.8) | \$ (62.1) | \$ 7.5 | \$ (169.4) |

- (1) The following is a summary of amounts reclassified from AOCI to net income for the three months ended March 31, 2018 and 2017, respectively:

| AOCI Components | Amount Reclassified from AOCI Three Months Ended March 31, | | Statement of Operations Classification |
|--|---|----------|---|
| | 2018 | 2017 | |
| Cash flow hedging items | | | |
| Foreign exchange cash flow hedges | \$ 3.7 | \$ (2.5) | Cost of sales |
| Interest rate swaps | 0.1 | — | Interest expense, net |
| Total before tax | 3.8 | (2.5) | |
| Tax effect | — | — | Provision for income taxes |
| Total, net of tax | \$ 3.8 | \$ (2.5) | |
| Amortization of pension and other postretirement benefit plan items | | | |
| Prior service credit | \$ (0.2) | \$ (0.4) | (a) |
| Net actuarial loss | 1.1 | 1.6 | (a) |
| Net settlement and curtailment loss | — | 0.6 | (a) |
| Total before tax | 0.9 | 1.8 | |
| Tax effect | (0.3) | (0.4) | Provision for income taxes |
| Total, net of tax | \$ 0.6 | \$ 1.4 | |

(a) These AOCI components are included in the computation of net periodic benefit costs (see Note 12).

NOTE 18—EARNINGS PER SHARE

Basic earnings per ordinary share (“basic EPS”) is computed by dividing net income available to ordinary shareholders by the weighted average number of the Company’s ordinary shares outstanding for the applicable period. Diluted earnings per ordinary share (“diluted EPS”) is calculated using net income available to ordinary shareholders divided by diluted weighted average ordinary shares outstanding during each period, which includes unvested RSUs, option awards, and PSUs. Diluted EPS considers the impact of potentially dilutive securities except in periods in which there is a loss because the inclusion of the potential ordinary shares would have an anti-dilutive effect.

The following table presents basic EPS and diluted EPS for the three months ended March 31, 2018 and 2017, respectively:

| (in millions, except per share data) | Three Months Ended March 31, | |
|--|---------------------------------|----------|
| | 2018 | 2017 |
| Earnings: | | |
| Net income | \$ 120.3 | \$ 117.3 |
| Shares: | | |
| Weighted average ordinary shares outstanding | 43.4 | 44.1 |
| Dilutive effect of RSUs, option awards, and PSUs* | 1.0 | 1.2 |
| Diluted weighted average ordinary shares outstanding | 44.4 | 45.3 |
| Income per share: | | |
| Income per share—basic | \$ 2.77 | \$ 2.66 |
| Income per share—diluted | \$ 2.71 | \$ 2.59 |

* Refer to Note 13 for discussion of RSUs, option awards, and PSUs granted to certain Company directors and employees. The number of anti-dilutive shares that have been excluded in the computation of diluted earnings per share for the three months ended March 31, 2018 and 2017 were 0.2 million and 0.2 million, respectively.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

2018 Year-to-Date Highlights

In the first quarter of 2018, Trinseo recognized record net income of \$120.3 million and Adjusted EBITDA of \$195.0 million. Refer to "Non-GAAP Performance Measures" below for further discussion of our use of non-GAAP measures in evaluating our performance and a reconciliation of these measures. Other highlights for the year are described below.

New Segmentation

Through December 31, 2017, the Company operated under six reporting segments: Latex Binders, Synthetic Rubber, Performance Plastics, Basic Plastics, Feedstocks, and Americas Styrenics. Effective January 1, 2018, the Company realigned its reporting segments to reflect the new model under which the business will be managed and results will be reviewed by the chief executive officer, who is the Company's chief operating decision maker.

Under this new segmentation, we will continue to report operating results for six segments, four of which will remain unchanged from the Company's prior segmentation: Latex Binders, Synthetic Rubber, Feedstocks, and Americas Styrenics. The results of our Polystyrene business, which was previously included within the results of the Basic Plastics segment, is now reported as a stand-alone segment. Performance Plastics, which previously consisted of compounds, blends, and ABS products sold to the automotive market, now includes the remaining portion of our ABS business, as well as the results of our SAN and PC businesses. This segmentation change will provide enhanced clarity to investors by concentrating the Company's more specialized plastics into a single reporting segment, while also reducing complexity as PC and ABS are the primary inputs into the downstream production of our compounds and blends.

Prior period financial information included within this Quarterly Report has been recast from its previous presentation to reflect the Company's new organizational structure.

SSBR Capacity Expansion and Pilot Plant

During the first quarter of 2018, the Company completed the initial phase of its 50kT SSBR capacity expansion at its Schkopau, Germany facility, and also opened a new SSBR pilot plant at this same facility which will expedite the product development process from lab sample to commercialization by delivering sufficient quantities of new formulations without the need to interrupt production in our industrial lines.

Share Repurchases and Dividends

During the three months ended March 31, 2018, under existing authority from its board of directors, the Company purchased 306,613 ordinary shares from its shareholders through open market transactions for an aggregate purchase price of \$23.8 million. Additionally, during the three months ended March 31, 2018, the Company's board of directors declared quarterly dividends for an aggregate value of \$0.36 per ordinary share, or \$15.8 million.

Results of Operations
Results of Operations for the Three Months Ended March 31, 2018 and 2017

The table below sets forth our historical results of operations, and these results as a percentage of net sales for the periods indicated. As a result of recently adopted accounting guidance related to pension accounting, certain prior period financial information included in the sections below has been recast to conform to current year presentation. Refer to Note 2 in the condensed consolidated financial statements for further information.

References to portfolio adjustments below represent the impacts of the Company's acquisition and divestiture activity, including the sale of our joint venture Sumika Styron Polycarbonate and the acquisition of API Plastics, both of which occurred during 2017. Refer to the condensed consolidated financial statements for further information.

| (in millions) | Three Months Ended March 31, | | | |
|---|---------------------------------|-------|------------|-------|
| | 2018 | % | 2017 | % |
| Net sales | \$ 1,121.6 | 100 % | \$ 1,104.5 | 100 % |
| Cost of sales | 946.4 | 84 % | 905.5 | 82 % |
| Gross profit | 175.2 | 16 % | 199.0 | 18 % |
| Selling, general and administrative expenses | 64.4 | 6 % | 59.6 | 5 % |
| Equity in earnings of unconsolidated affiliates | 45.5 | 4 % | 19.3 | 2 % |
| Operating income | 156.3 | 14 % | 158.7 | 15 % |
| Interest expense, net | 14.9 | 1 % | 18.2 | 2 % |
| Other income, net | (3.8) | — % | (6.1) | (1)% |
| Income before income taxes | 145.2 | 13 % | 146.6 | 14 % |
| Provision for income taxes | 24.9 | 2 % | 29.3 | 3 % |
| Net income | \$ 120.3 | 11 % | \$ 117.3 | 11 % |

Three Months Ended – March 31, 2018 vs. March 31, 2017

Net Sales

Of the 2% increase, 10% of the increase was due to currency impacts as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis. This increase was offset by a 5% decrease due to lower sales volume, primarily in the Latex Binders, Feedstocks, and Synthetic Rubber segments (discussed further below), as well as a 5% decrease due to the pass through of lower raw material costs, primarily related to styrene monomer and butadiene.

Cost of Sales

Of the 5% increase, 10% of the increase was due to currency impacts as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis, and 1% of the increase was related to the acquisition of API Plastics. Partially offsetting these increases was a 4% decrease due to lower sales volume, primarily in the Latex Binders, Feedstocks, and Synthetic Rubber segments, as well as a 4% decrease due to lower raw materials costs, primarily related to styrene monomer and butadiene.

Gross Profit

The decrease was primarily attributable to raw material timing impacts, which provided a net favorable impact in the prior year in comparison to a net unfavorable impact in the current year, as well as lower sales volume and margins particularly within the Latex Binders and Synthetic Rubber segments (discussed further below).

Selling, General and Administrative Expenses

The \$4.8 million year-over-year increase is comprised of several offsetting factors. Higher advisory and professional fees resulted in an approximate \$2.0 million increase, primarily related to fees incurred in conjunction with the Company's recently initiated project to complete the transition of business and technical services from Dow, as well as fees related to certain growth initiatives. Additionally, increases of \$2.0 million and \$0.8 million, respectively, were noted due to the acquisition of API Plastics, which did not occur until the third quarter of 2017, and higher stock-based

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compensation expense. Partially offsetting these increases were lower restructuring charges, which decreased by \$1.9 million, noting lower accelerated depreciation and contract termination charges in the current year related to the upgrade and replacement of the Company's compounding facility in Terneuzen, The Netherlands, as well as lower overall decommissioning and employee termination benefit charges related to our decision to cease manufacturing operations at our latex facility in Livorno, Italy (refer to Note 16 in the condensed consolidated financial statements for further information).

Equity in Earnings of Unconsolidated Affiliates

The increase in equity earnings primarily resulted from higher equity earnings from Americas Styrenics, which increased from \$18.5 million in 2017 to \$45.5 million in 2018, primarily due to the impact from an extended prior year styrene outage at its St. James, LA facility.

Interest Expense, Net

The decrease was primarily attributable to a reduction in interest rates from the Company's debt refinancing during the third quarter of 2017.

Other Income, net

Other income, net for the three months ended March 31, 2018 was \$3.8 million, which primarily includes net foreign exchange transaction gains for the period of \$5.1 million. Net foreign exchange transactions gains included \$10.4 million of foreign exchange transaction gains primarily due to the remeasurement of our euro denominated payables due to the relative changes in rates between the U.S. dollar and the euro during the period, offset by \$5.3 million of losses from our foreign exchange forward contracts. Additionally, \$1.7 million of expense is included within "Other income, net" for all of the non-service cost components of net periodic benefit cost.

Other income, net for the three months ended March 31, 2017 was \$6.1 million, primarily due to a \$9.3 million gain related to the sale of the Company's 50% share in Sumika Styron Polycarbonate in January 2017 (refer to Note 4 in the condensed consolidated financial statements for further information). Net foreign exchange transaction losses for the period were \$1.1 million, which included \$0.6 million of foreign exchange transactions gains primarily due to the remeasurement of our euro denominated payables due to the relative changes in rates between the U.S. dollar and the euro during the period, more than offset by \$1.7 million of losses from our foreign exchange forward contracts. Additionally, \$2.0 million of expense is included within "Other income, net" for all of the non-service cost components of net periodic benefit cost.

Provision for Income Taxes

Provision for income taxes for the three months ended March 31, 2018 totaled \$24.9 million, resulting in an effective tax rate of 17.1%. Provision for income taxes for the three months ended March 31, 2017 totaled \$29.3 million, resulting in an effective tax rate of 20.0%.

The decrease in provision for income taxes for the three months ended March 31, 2018 as compared to the same period in 2017 was primarily driven by the reduction in the U.S. federal corporate tax rate from 35% to 21%, effective January 1, 2018, in accordance with the enactment of the Tax Cuts and Jobs Act signed into law on December 22, 2017.

Included in income before incomes taxes for the three months ended March 31, 2017 was the \$9.3 million gain on sale of our 50% share in Sumika Styron Polycarbonate, which was exempt from tax.

Outlook

Overall, we expect continued strong performance across our portfolio during the second quarter and through the remainder of 2018. Styrene margins have remained healthy to start the second quarter and business fundamentals remain solid which should lead to robust profitability in the first half of the year. In addition, we continue to expect strong cash generation for the year and remain focused on the right balance of growth and returning cash to shareholders.

Selected Segment Information

As discussed above, effective January 1, 2018, the Company realigned its organizational structure to include the following reporting segments: Latex Binders, Synthetic Rubber, Performance Plastics, Polystyrene, Feedstocks, and Americas Styrenics. The following sections describe net sales, Adjusted EBITDA, and Adjusted EBITDA margin by segment for the three months ended March 31, 2018 and 2017, which have been recast to reflect the Company's new organizational structure. Inter-segment sales have been eliminated. Refer to Note 15 in the condensed consolidated financial statements for further information on these changes, as well as for a detailed definition of Adjusted EBITDA and a reconciliation of income before income taxes to segment Adjusted EBITDA.

References to portfolio adjustments below represent the impacts of the Company's acquisition and divestiture activity, including the sale of our joint venture Sumika Styron Polycarbonate and the acquisition of API Plastics, both of which occurred during 2017. Refer to the condensed consolidated financial statements for further information.

Latex Binders Segment

Our Latex Binders segment produces SB latex and other latex polymers and binders primarily for coated paper and packaging board, carpet and artificial turf backings, as well as a number of performance latex applications, such as adhesive, building and construction, and the technical textile paper market.

| (\$ in millions) | Three Months Ended | | |
|------------------------|--------------------|----------|----------|
| | March 31, | | % Change |
| | 2018 | 2017 | |
| Net sales | \$ 255.3 | \$ 288.9 | (12)% |
| Adjusted EBITDA | \$ 27.5 | \$ 36.8 | (25)% |
| Adjusted EBITDA margin | 11 % | 13 % | |

Three Months Ended – March 31, 2018 vs. March 31, 2017

Of the 12% decrease in net sales, 9% was due to lower sales volume, particularly to the paper and carpet markets in North America and Europe, and 9% of the decrease was due to the pass through of lower raw material costs. These decreases were partially offset by a 6% increase due to currency impacts as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis.

Adjusted EBITDA decreased by 25% primarily due to lower sales volume, including impacts related to paper production unit closures and coated paper market declines, which resulted in a 20% decrease. Additionally, lower margins due mainly to raw material dynamics resulted in a 16% decrease in Adjusted EBITDA. These decreases were partially offset by a 6% increase due to fixed cost improvements, as well as a 4% increase due to currency impacts as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis.

Synthetic Rubber Segment

Our Synthetic Rubber segment produces styrene-butadiene and polybutadiene-based rubber products used predominantly in high-performance tires, impact modifiers and technical rubber products, such as conveyor belts, hoses, seals and gaskets. We have a broad synthetic rubber technology and product portfolio, focusing on specialty products, such as SSBR, lithium polybutadiene rubber, or Li-PBR, nickel polybutadiene rubber, or Ni-PBR, and neodymium polybutadiene rubber, or Nd-PBR, while also producing core products, such as emulsion styrene-butadiene rubber, or ESBR.

| (\$ in millions) | Three Months Ended | | |
|------------------------|--------------------|----------|----------|
| | March 31, | | |
| | 2018 | 2017 | % Change |
| Net sales | \$ 149.2 | \$ 163.4 | (9)% |
| Adjusted EBITDA | \$ 25.5 | \$ 46.3 | (45)% |
| Adjusted EBITDA margin | 17 % | 28 % | |

Three Months Ended – March 31, 2018 vs. March 31, 2017

Net sales decreased 9% from the prior year, primarily due to the pass through of lower raw material cost, particularly butadiene, which resulted in a 15% decrease. Additionally, 6% of the net sales decrease resulted from lower sales volume, primarily related to ESBR sales volume as export sales opportunities were favorable in the prior year. These decreases were partially offset by a 13% increase due to currency impacts as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis.

The majority of the decrease in Adjusted EBITDA was due to unfavorable raw material timing, primarily resulting from rapidly increasing butadiene prices in the prior year, as well as lower margins on export sales due to very favorable conditions in the prior year, which resulted in a combined \$19.2 million, or 42% decrease, in the current period. An overall decrease in sales volume, particularly lower ESBR sales volume, partially offset by record SSBR sales volume, resulted in a 6% decrease. Currency impacts resulted in a 3% increase as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis.

Performance Plastics Segment

Our Performance Plastics segment consists of compounds and blends, and also includes our ABS, SAN, and PC businesses. We are a producer of highly engineered compounds and blends for various markets including automotive, consumer electronics, medical, electrical and lighting. In July 2017, the Company completed the acquisition of API Plastics, the results of which are reported within the Performance Plastics segment. Additionally, the Performance Plastics segment, as recast, also includes the results of our previously 50%-owned joint venture Sumika Styron Polycarbonate prior to its sale in January 2017. Refer to Notes 4 and 14 in the condensed consolidated financial statements for further information.

| (\$ in millions) | Three Months Ended | | |
|------------------------|--------------------|----------|----------|
| | March 31, | | |
| | 2018 | 2017 | % Change |
| Net sales | \$ 402.9 | \$ 336.9 | 20 % |
| Adjusted EBITDA | \$ 65.5 | \$ 52.2 | 25 % |
| Adjusted EBITDA margin | 16 % | 15 % | |

Three Months Ended – March 31, 2018 vs. March 31, 2017

Of the 20% increase in net sales, 12% of the increase was due to currency impacts as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis, and 3% of the increase was due to higher polycarbonate pricing as well as the pass through of higher raw material costs to our customers. Additionally, the Company's acquisition of API Plastics resulted in a 4% increase in net sales.

The overall 25% increase in Adjusted EBITDA was the result of several factors. Higher margins, primarily from polycarbonate due to very tight market conditions, resulted in a 6% increase, and portfolio adjustments resulted in a net 2% increase for the period. Additionally, improved fixed costs resulted in an 8% increase, while currency impacts resulted in a 12% increase, as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis. Partially offsetting these increases was a 2% decrease due to slightly lower sales volume.

Polystyrene Segment

Our product offerings in our Polystyrene segment include a variety of general purpose polystyrenes, or GPPS, and HIPS, which is polystyrene that has been modified with polybutadiene rubber to increase its impact resistant properties.

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These products provide customers with performance and aesthetics at a low cost across applications, including appliances, packaging, including food packaging and food service disposables, consumer electronics, and building and construction materials.

| (\$ in millions) | Three Months Ended | | | % Change |
|------------------------|--------------------|----------|-------|----------|
| | March 31, | | | |
| | 2018 | 2017 | | |
| Net sales | \$ 239.6 | \$ 228.4 | 5 % | |
| Adjusted EBITDA | \$ 9.6 | \$ 13.6 | (29)% | |
| Adjusted EBITDA margin | 4 % | 6 % | | |

Three Months Ended – March 31, 2018 vs. March 31, 2017

Of the 5% increase in net sales, 10% of the increase was due to currency impacts as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis. This increase was partially offset by a 4% decrease in net sales due to the pass through of lower raw material costs to our customers, as well as a 1% decrease due to lower sales volume, particularly related to sales in Europe.

The 29% decrease in Adjusted EBITDA was primarily due to net unfavorable raw material timing, noting a net favorable timing impact in the prior year due to increasing raw material costs. This unfavorable raw material timing, which was partially offset by higher margins in Europe in the current year, resulted in a 30% decrease. Additionally, increased fixed costs resulted in a 3% decrease. These decreases were partially offset by a 4% increase due to currency impacts as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis.

Feedstocks Segment

The Feedstocks segment includes the Company's production and procurement of styrene monomer outside of North America, which is used as a key raw material in many of the Company's products, including polystyrene, SB latex, ABS resins, SSB, etc.

| (\$ in millions) | Three Months Ended | | | % Change |
|------------------------|--------------------|---------|-------|----------|
| | March 31, | | | |
| | 2018 | 2017 | | |
| Net sales | \$ 74.6 | \$ 86.9 | (14)% | |
| Adjusted EBITDA | \$ 41.5 | \$ 41.9 | (1)% | |
| Adjusted EBITDA margin | 56 % | 48 % | | |

Three Months Ended – March 31, 2018 vs. March 31, 2017

Of the 14% decrease in net sales, lower styrene related sales volume resulted in a 15% decrease, and the pass through of lower raw material costs resulted in a 10% decrease. These decreases were partially offset by a 10% increase due to currency impacts as the euro strengthened in comparison to the U.S. dollar on a quarter-to-date basis.

Adjusted EBITDA was flat year over year, as higher styrene production volume in the current year offset favorable raw material timing in the prior year.

Americas Styrenics Segment

The Americas Styrenics segment consists solely of the equity earnings from of our 50%-owned joint venture, Americas Styrenics, a producer of both styrene monomer and polystyrene in North America. Styrene monomer is a basic building block of plastics and a key input to many of the Company's products, as well as a key raw material for the production of polystyrene. Major applications for the polystyrene products Americas Styrenics produces include appliances, food packaging, food service disposables, consumer electronics, and building and construction materials.

| (\$ in millions) | Three Months Ended | | % Change |
|------------------|--------------------|---------|----------|
| | March 31, | | |
| | 2018 | 2017 | |
| Adjusted EBITDA* | \$ 45.5 | \$ 18.5 | 146 % |

* The results of this segment are comprised entirely of earnings from Americas Styrenics, our equity method investment. As such, Adjusted EBITDA related to this segment is included within "Equity in earnings of unconsolidated affiliates" in the consolidated statements of operations.

Three Months Ended – March 31, 2018 vs. March 31, 2017

The increase in Adjusted EBITDA was mainly due to an extended production outage in the prior year at the Americas Styrenics St. James, LA facility, as well as higher styrene spot sales margins in the current year, including impacts from a stronger export market.

Non-GAAP Performance Measures

We present Adjusted EBITDA as a non-GAAP financial performance measure, which we define as income from continuing operations before interest expense, net; provision for income taxes; depreciation and amortization expense; loss on extinguishment of long-term debt; asset impairment charges; gains or losses on the dispositions of businesses and assets; restructuring charges; acquisition related costs and other items. In doing so, we are providing management, investors, and credit rating agencies with an indicator of our ongoing performance and business trends, removing the impact of transactions and events that we would not consider a part of our core operations.

There are limitations to using the financial performance measures such as Adjusted EBITDA. This performance measure is not intended to represent net income or other measures of financial performance. As such, it should not be used as an alternative to net income as an indicator of operating performance. Other companies in our industry may define Adjusted EBITDA differently than we do. As a result, it may be difficult to use this or similarly-named financial measures that other companies may use, to compare the performance of those companies to our performance. We compensate for these limitations by providing a reconciliation of this performance measure to our net income, which is determined in accordance with GAAP.

Adjusted EBITDA is calculated as follows for the three months ended March 31, 2018 and 2017, respectively:

| (in millions) | Three Months Ended | |
|---|--------------------|----------|
| | March 31, | |
| | 2018 | 2017 |
| Net income | \$ 120.3 | \$ 117.3 |
| Interest expense, net | 14.9 | 18.2 |
| Provision for income taxes | 24.9 | 29.3 |
| Depreciation and amortization | 31.9 | 24.7 |
| EBITDA ^(a) | \$ 192.0 | \$ 189.5 |
| Net gain on disposition of businesses and assets ^(b) | (0.5) | (9.9) |
| Restructuring and other charges ^(c) | 0.5 | 2.1 |
| Acquisition transaction and integration costs ^(d) | 0.3 | — |
| Other items ^(e) | 2.7 | — |
| Adjusted EBITDA | \$ 195.0 | \$ 181.7 |

- (a) EBITDA is a non-GAAP financial performance measure that we refer to in making operating decisions because we believe it provides our management as well as our investors and credit agencies with meaningful information regarding the Company's operational performance. We believe the use of EBITDA as a metric assists our board of directors, management and investors in comparing our operating performance on a consistent basis. Other companies in our industry may define EBITDA differently than we do. As a result, it may be difficult to use EBITDA, or similarly-named financial measures that other companies may use, to compare the performance of those companies to our performance. We compensate for these limitations by providing reconciliations of our EBITDA results to our net income, which is determined in accordance with GAAP.

- (b) Net gain on disposition of businesses and assets during the three months ended March 31, 2017 relates to the sale of our 50% share in Sumika Styron Polycarbonate to Sumitomo Chemical Company Limited, for which the Company recorded a gain on sale of \$9.3 million. Refer to Note 4 in the condensed consolidated financial statements for further information.
- (c) Restructuring and other charges for the three months ended March 31, 2018 and 2017 primarily relate to decommissioning, contract termination, and employee termination benefit charges incurred in connection with the upgrade and replacement of the Company's compounding facility in Terneuzen, The Netherlands as well as the Company's decision to cease manufacturing activities at our latex binders manufacturing facility in Livorno, Italy. Refer to Note 16 in the condensed consolidated financial statements for further information.
- (d) Acquisition transaction and integration costs for the three months ended March 31, 2018 relate to advisory and professional fees incurred in conjunction with the Company's acquisition of API Plastics. Refer to Note 14 in the condensed consolidated financial statements for further information.
- (e) Other items for the three months ended March 31, 2018 relate to advisory and professional fees incurred in conjunction with the Company's initiative to transition business services from Dow, including certain administrative services such as accounts payable, logistics, and IT services.

Liquidity and Capital Resources

Cash Flows

The table below summarizes our primary sources and uses of cash for the three months ended March 31, 2018 and 2017, respectively. We have derived the summarized cash flow information from our unaudited financial statements.

| (in millions) | Three Months Ended March 31, | |
|---|---------------------------------|-----------|
| | 2018 | 2017 |
| Net cash provided by (used in): | | |
| Operating activities | \$ 40.8 | \$ (25.7) |
| Investing activities | (30.1) | 6.9 |
| Financing activities | (48.0) | (38.0) |
| Effect of exchange rates on cash | 3.4 | 1.8 |
| Net change in cash and cash equivalents | \$ (33.9) | \$ (55.0) |

Operating Activities

Net cash provided by operating activities during the three months ended March 31, 2018 totaled \$40.8 million, inclusive of \$30.0 million in dividends from Americas Styrenics. Net cash used in operating assets and liabilities for the three months ended March 31, 2018 totaled \$104.6 million, noting increases in accounts receivable of \$32.7 million and inventories of \$70.3 million. Accounts receivable at the end of the first quarter increased relative to the end of 2017 primarily due to the pass through of increased raw material prices to our customers as well as increased sales volume. The increase in inventories was primarily due to an increase in forecasted sales volume as well as inventory build in anticipation of planned turnarounds during the second quarter.

Net cash used in operating activities during the three months ended March 31, 2017 totaled \$25.7 million, inclusive of \$7.5 million in dividends from Americas Styrenics, as well as dividends from Sumika Styron Polycarbonate, \$8.9 million of which were classified as operating activities, with the remaining \$0.8 million classified as investing activities. Refer to Note 4 in the condensed consolidated financial statements for further information. Net cash used in operating assets and liabilities for the three months ended March 31, 2017 totaled \$172.5 million, noting increases in accounts receivable of \$133.3 million and inventories of \$91.6 million, offset by an increase in accounts payable and other current liabilities of \$49.9 million. The increase in accounts receivable was primarily due to higher net sales (due to increased raw material prices) and lower collections, due to timing, during the first quarter of 2017 compared to the fourth quarter of 2016. The increase in inventories was primarily due to increases in raw material prices. The increase in accounts payable and other current liabilities was due to increases in raw material prices as well as timing of vendor payments.

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Investing Activities

Net cash used in investing activities during the three months ended March 31, 2018 totaled \$30.1 million, primarily resulting from capital expenditures of \$30.6 million.

Net cash provided by investing activities during the three months ended March 31, 2017 totaled \$6.9 million, primarily from proceeds received of \$42.1 million related to the sale of the Company's 50% share in Sumika Styron Polycarbonate to Sumitomo Chemical Company Limited, offset by capital expenditures of \$36.0 million during the period.

Financing Activities

Net cash used in financing activities during the three months ended March 31, 2018 totaled \$48.0 million. This activity was primarily due to \$23.8 million of payments related to the repurchase of ordinary shares, \$16.2 million of dividends paid, and \$1.8 million of principal payments related to our 2024 Term Loan B during the period. Additionally, net cash used in financing activities included \$8.0 million of withholding taxes paid related to the vesting of certain RSUs during the period, partially offset by \$1.9 million of proceeds received from the exercise of option awards.

Net cash used in financing activities during the three months ended March 31, 2017 totaled \$38.0 million. This activity was primarily due to \$26.6 million of payments related to the repurchase of ordinary shares during the period and \$13.3 million of dividends paid, as well as \$1.3 million of principal payments related to our 2021 Term Loan B. Partially offsetting these uses of cash was \$3.4 million of proceeds received from the exercise of option awards.

Free Cash Flow

We use Free Cash Flow as a non-GAAP measure to evaluate and discuss the Company's liquidity position and results. Free Cash Flow is defined as cash from operating activities, less capital expenditures. We believe that Free Cash Flow provides an indicator of the Company's ongoing ability to generate cash through core operations, as it excludes the cash impacts of various financing transactions as well as cash flows from business combinations that are not considered organic in nature. We also believe that Free Cash Flow provides management and investors with a useful analytical indicator of our ability to service our indebtedness, pay dividends (when declared), and meet our ongoing cash obligations.

Free Cash Flow is not intended to represent cash flows from operations as defined by GAAP, and therefore, should not be used as an alternative for that measure. Other companies in our industry may define Free Cash Flow differently than we do. As a result, it may be difficult to use this or similarly-named financial measures that other companies may use, to compare the liquidity and cash generation of those companies to our own. We compensate for these limitations by providing a reconciliation to cash provided by operating activities, which is determined in accordance with GAAP.

| (in millions) | Three Months Ended | |
|---|--------------------|-----------|
| | March 31, | |
| | 2018 | 2017 |
| Cash provided by (used in) operating activities | \$ 40.8 | \$ (25.7) |
| Capital expenditures | (30.6) | (36.0) |
| Free Cash Flow | \$ 10.2 | \$ (61.7) |

Refer to the discussion above for significant impacts to cash provided by (used in) operating activities for the three months ended March 31, 2018 and 2017, respectively.

Capital Resources and Liquidity

We require cash principally for day-to-day operations, to finance capital investments and other initiatives, to purchase materials, to service our outstanding indebtedness, and to fund dividend payments to our shareholders. Our sources of liquidity include cash on hand, cash flow from operations, and amounts available under the Senior Credit Facility and the Accounts Receivable Securitization Facility (discussed further below).

As of March 31, 2018 and December 31, 2017, we had \$1,197.9 million and \$1,199.7 million, respectively, in

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outstanding indebtedness and \$1,101.2 million and \$1,019.6 million, respectively, in working capital. In addition, as of March 31, 2018 and December 31, 2017, we had \$121.0 million and \$128.3 million, respectively, of foreign cash and cash equivalents on our balance sheet, outside of our country of domicile of Luxembourg, all of which is readily convertible into other foreign currencies, including the U.S. dollar. Our intention is not to permanently reinvest our foreign cash and cash equivalents. Accordingly, we record deferred income tax liabilities related to the unremitted earnings of our subsidiaries.

The following table outlines our outstanding indebtedness as of March 31, 2018 and December 31, 2017 and the associated interest expense, including amortization of deferred financing fees and debt discounts. Effective interest rates for the borrowings included in the table below exclude the impact of deferred financing fee amortization and certain other fees charged to interest expense (such as fees for unused commitment fees during the period). For definitions of capitalized terms not included herein, refer to the Annual Report.

| (\$ in millions) | As of and for the Three Months Ended March 31, 2018 | | | As of and for the Year Ended December 31, 2017 | | |
|--|--|-------------------------------|---------------------|---|-------------------------------|---------------------|
| | Balance | Effective Interest Rate | Interest Expense | Balance | Effective Interest Rate | Interest Expense |
| Senior Credit Facility | | | | | | |
| 2024 Term Loan B | \$ 696.5 | 4.2 % | \$ 7.9 | \$ 698.3 | 3.9 % | \$ 9.6 |
| 2022 Revolving Facility | — | — | 0.7 | — | — | 1.0 |
| 2020 Senior Credit Facility | | | | | | |
| 2021 Term Loan B | — | — | — | — | 4.3 % | 15.9 |
| 2020 Revolving Facility | — | — | — | — | — | 2.3 |
| 2025 Senior Notes | 500.0 | 5.4 % | 7.0 | 500.0 | 5.4 % | 9.4 |
| 2022 Senior Notes | | | | | | |
| USD Notes | — | — | — | — | 6.8 % | 14.4 |
| Euro Notes | — | — | — | — | 6.4 % | 18.8 |
| Accounts Receivable Securitization Facility | | | | | | |
| | — | — | 0.4 | — | — | 2.8 |
| Other indebtedness* | 1.4 | 4.8 % | — | 1.4 | 4.8 % | 0.1 |
| Total | \$ 1,197.9 | | \$ 16.0 | \$ 1,199.7 | | \$ 74.3 |

*For the three months ended March 31, 2018, interest expense on "Other indebtedness" totaled less than \$0.1 million.

Our Senior Credit Facility includes the 2022 Revolving Facility, which matures in September 2022, and has a borrowing capacity of \$375.0 million. As of March 31, 2018, the Company had no outstanding borrowings, and had \$359.9 million (net of \$15.1 million outstanding letters of credit) of funds available for borrowing under the 2022 Revolving Facility. Further, as of March 31, 2018, the Borrowers are required to pay a quarterly commitment fee in respect of any unused commitments under the 2022 Revolving Facility equal to 0.375% per annum.

Also included in our Senior Credit Facility is our 2024 Term Loan B (with original principal of \$700.0 million, maturing in September 2024), which requires scheduled quarterly payments in amounts equal to 0.25% of the original principal. During the quarter ended March 31, 2018, the Company made principal payments of \$1.8 million on the 2024 Term Loan B, with an additional \$7.0 million of scheduled future payments classified as current debt on the Company's condensed consolidated balance sheet as of March 31, 2018.

Our 2025 Senior Notes, as issued under the Indenture, include \$500.0 million aggregate principal amount of 5.375% senior notes that mature on September 1, 2015. Interest on the 2025 Senior Notes is payable semi-annually on May 3 and November 3 of each year, commencing on May 3, 2018. These notes may be redeemed prior to their maturity at the option of the Company under certain circumstances at specific redemption prices. Refer to the Annual Report for further information.

We also continue to maintain our Accounts Receivable Securitization Facility which matures in May 2019 and contains a borrowing capacity of \$150.0 million. As of March 31, 2018, there were no amounts outstanding under this facility, and the Company had accounts receivable available to support this facility in excess of its borrowing capacity, based on the pool of eligible accounts receivable.

The Senior Credit Facility and Indenture contain certain customary affirmative, negative and financial covenants. As of March 31, 2018, the Company was in compliance with all of these debt covenant requirements. Refer to the Annual Report for further information on the details of these covenant requirements.

Our ability to raise additional financing and our borrowing costs may be impacted by short- and long-term debt ratings assigned by independent rating agencies, which are based, in significant part, on our performance as measured by certain credit metrics such as interest coverage and leverage ratios.

We and our subsidiaries, affiliates or significant shareholders may from time to time seek to retire or purchase our outstanding debt through cash purchases in the open market, privately negotiated transactions, exchange transactions or otherwise. Such repurchases or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

Trinseo Materials Operating S.C.A. and Trinseo Materials Finance, Inc. (the “Issuers” of our 2025 Senior Notes and “Borrowers” under our Senior Credit Facility) are dependent upon the cash generation and receipt of distributions and dividends or other payments from our subsidiaries and joint venture in order to satisfy their debt obligations. There are no known significant restrictions by third parties on the ability of subsidiaries of the Company to disburse or dividend funds to the Issuers and the Borrowers in order to satisfy these obligations. However, as the Company’s subsidiaries are located in a variety of jurisdictions, the Company can give no assurances that its subsidiaries will not face transfer restrictions in the future due to regulatory or other reasons beyond our control.

The Senior Credit Facility and Indenture also limit the ability of the Borrowers and Issuers, respectively, to pay dividends or make other distributions to Trinseo S.A., which could then be used to make distributions to shareholders. During the three months ended March 31, 2018, the Company declared total dividends of \$0.36 per ordinary share (totaling \$15.8 million), all of which remains accrued as of March 31, 2018 and the majority of which will be paid in April 2018. These dividends are well within the available capacity under the terms of the restrictive covenants contained in the Senior Credit Facility and Indenture. Further, significant additional capacity continues to be available under the terms of these covenants to support expected future dividends to shareholders, should the Company continue to declare them.

The Company’s cash flow generation in recent years has been strong, with positive cash flows expected to continue for full year 2018. We believe that funds provided by operations, our existing cash and cash equivalent balances, borrowings available under our 2022 Revolving Facility and our Accounts Receivable Securitization Facility will be adequate to meet planned operating and capital expenditures for at least the next 12 months under current operating conditions. Nevertheless, our ability to generate future cash and to pay our indebtedness and fund other liquidation needs is subject to certain risks described under “Part I, Item 1A-“Risk Factors” of our Annual Report. As of March 31, 2018, we were in compliance with all the covenants and default provisions under our debt agreements.

Contractual Obligations and Commercial Commitments

There have been no material revisions outside the ordinary course of business to our contractual obligations as described within “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Contractual Obligations and Commercial Commitments” within our Annual Report.

Critical Accounting Policies and Estimates

Our unaudited interim condensed consolidated financial statements are based on the selection and application of significant accounting policies. The preparation of unaudited interim condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and revenues and expenses at the date of and during the reporting period. Actual results could differ from those estimates. However, we are not currently aware of any reasonably likely events or circumstances that would result in materially different results.

We describe our significant accounting policies in Note 2, Basis of Presentation and Summary of Significant Accounting Policies, in the Notes to Consolidated Financial Statements included in our Annual Report, while we discuss our critical accounting policies and estimates in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” within our Annual Report. There have been no material revisions to the significant accounting policies or critical accounting policies and estimates as filed in our Annual Report, other than the impacts to our

significant accounting policies from the adoption of recent revenue accounting guidance effective January 1, 2018, discussed further within Notes 2 and 3 to the condensed consolidated financial statements.

Off-balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Recent Accounting Pronouncements

We describe the impact of recent accounting pronouncements in Note 2 to our condensed consolidated financial statements, included elsewhere within this Quarterly Report.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As discussed in “Quantitative and Qualitative Disclosures About Market Risk” within our Annual Report, we are exposed to changes in interest rates and foreign currency exchange rates as well as changes in the prices of certain commodities that we use in production. There have been no material changes in our exposure to market risks from the information provided within our Annual Report.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining internal controls designed to provide reasonable assurance that information required to be disclosed by us in our reports that we file or submit under the Exchange Act (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended) is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to our management, with the participation of our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the Company’s disclosure controls and procedures as of March 31, 2018. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures as of the end of the period covered by this Quarterly Report were effective to provide the reasonable level of assurance described above.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the quarter ended March 31, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

As discussed in Note 14 to the condensed consolidated financial statements, in July 2017, the Company completed the acquisition of API Plastics. As permitted by the SEC, management elected to exclude this acquisition from its assessment of the effectiveness of its internal control over financial reporting as of December 31, 2017. The Company is in the process of integrating API Plastics into its internal control over financial reporting structure and expects to complete this integration by June 2018.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

From time to time we may be subject to various legal claims and proceedings incidental to the normal conduct of business, relating to such matters as product liability, antitrust, competition, waste disposal practices, release of chemicals into the environment and other matters that may arise in the ordinary course of our business. We currently believe that there is no litigation pending that is likely to have a material adverse effect on our business. Regardless of the outcome, legal proceedings can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors

Our business faces various risks. Certain important factors may have a material adverse effect on our business prospects, financial condition and results of operations, and you should carefully consider them. Accordingly, in evaluating our business, we encourage you to consider the risk factors related to our ordinary shares as well those risk factors related to our business and industry which have been previously disclosed in Item 1A of our Annual Report for the year ended December 31, 2017, for which there have been no material changes. We encourage you to consider these risks, in their entirety, in addition to other information contained in or incorporated by reference into this Quarterly Report and our other public filings with the SEC. Other events that we do not currently anticipate or that we currently deem immaterial may also affect our business, prospects, financial condition and results of operations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(a) Recent sales of unregistered securities

None.

(b) Use of Proceeds from registered securities

None.

(c) Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The following table contains information regarding purchases of our ordinary shares made during the quarter ended March 31, 2018 by or on behalf of the Company or any “affiliated purchaser,” as defined by Rule 10b-18(a)(3) of the Securities Exchange Act of 1934:

| Issuer Purchases of Equity Securities | | | | | |
|--|---|-------------------------------------|---|---|--|
| Period | Total number of shares purchased | Average price paid per share | Total number of shares purchased as part of publicly announced plans or programs | Approximate number of shares that may yet be purchased under the plans or programs | |
| January 1 - January 31, 2018 | 89,972 | \$ 77.23 | 89,972 | 1,420,116 ⁽¹⁾ | |
| February 1 - February 28, 2018 | 61,884 | \$ 77.60 | 61,884 | 1,358,232 ⁽¹⁾ | |
| March 1 - March 31, 2018 | 161,124 | \$ 77.54 | 161,124 | 1,197,108 ⁽¹⁾ | |
| Total | 312,980 | \$ 77.46 | 312,980 | | |

- (1) The general meeting of our shareholders on June 21, 2017 authorized the Company to sunset the 2016 share repurchase authorization and replace it with a new authorization to repurchase up to 4.0 million ordinary shares at a price per share of not less than \$1.00 and not more than \$1,000. This authorization ends on June 21, 2020 or on the date of its renewal by a subsequent general meeting of shareholders. On June 22, 2017 the Company announced that the board of directors had authorized the Company to repurchase, subject to market and other conditions, up to 2.0 million shares over the subsequent 18 months under the 2017 share repurchase authorization.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

See Exhibit Index.

EXHIBIT INDEX

| Exhibit No. | Description |
|--------------------|---|
| 3.1 | Amended and Restated Articles of Association of Trinseo S.A. (incorporated herein by reference to Exhibit 3.1 to the Quarterly Report filed on Form 10-Q, File No. 001-36473, filed August 3, 2017) |
| 4.1 | Form of Specimen Share Certificate of Trinseo S.A. (incorporated herein by reference to Exhibit 4.1 to Amendment No. 3 to the Registration Statement filed on Form S-1, File No. 333-194561, filed May 16, 2014) |
| 4.2 | Indenture among Trinseo Materials Operating S.C.A., Trinseo Materials Finance, Inc., and The Bank of New York Mellon, as Trustee, dated as of August 29, 2017 (incorporated herein by reference to Exhibit 4.1 to the Current Report filed on Form 8-K, File No. 001-36473, filed September 5, 2017) |
| 10.1 | Credit Agreement among Trinseo Materials Operating S.C.A., Trinseo Materials Finance, Inc., together with Trinseo Holding S.à r.l. and Trinseo Materials S.à r.l., Deutsche Bank AG New York Branch, as administrative agent, collateral agent, L/C issuer and swing line lender, and the guarantors and lenders party thereto from time to time, dated as of September 6, 2017 (incorporated herein by reference to Exhibit 10.1 to the Current Report filed on Form 8-K, File No. 001-36473, filed September 7, 2017) |
| 10.2 | Form of Cross-Currency Rate Swap Transaction Confirmation (incorporated herein by reference to Exhibit 10.2 to the Current Report filed on Form 8-K, File No. 001-36473, filed September 7, 2017) |
| 10.3† | Amended and Restated Employment Agreement among Trinseo US Holding, Inc., Trinseo S.A., and Christopher D. Pappas, dated December 21, 2017 |
| 10.4† | Employment Agreement between Trinseo Europe GmbH and Alice Heezen, dated March 26, 2018 |
| 10.5† | Form of Restricted Stock Unit Award Agreement for Executives |
| 10.6† | Form of Non-Statutory Stock Option Award Agreement for Executives |
| 10.7† | Form of Performance Award Stock Unit Agreement for Executives |
| 10.8† | Form of Restricted Stock Unit Award Agreement for Employees |
| 10.9† | Form of Non-Statutory Stock Option Award Agreement for Employees |
| 31.1† | Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 |
| 31.2† | Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 |
| 32.1† | Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| 32.2† | Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| 101.INS† | XBRL Instance Document |

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101.SCH† XBRL Taxonomy Extension Schema Document
101.CAL† XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF† XBRL Taxonomy Extension Definition Linkbase Document
101.LAB† XBRL Taxonomy Extension Label Linkbase Document
101.PRE† XBRL Taxonomy Extension Presentation Linkbase Document

† Filed herewith.

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, duly authorized.

Date: May 3, 2018

TRINSEO S.A.

By: /s/ Christopher D. Pappas

Name: Christopher D. Pappas

Title: President, Chief Executive Officer
(Principal Executive Officer)

By: /s/ Barry J. Niziolek

Name: Barry J. Niziolek

Title: Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

AMENDED & RESTATED
EMPLOYMENT AGREEMENT

AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Agreement”), originally executed on April 11, 2013, amended on March 30, 2016 and now further amended and restated effective December 21, 2017 (the “Effective Date”) among Trinseo US Holding, Inc. (formerly, Styron US Holding, Inc.), a Delaware corporation (the “Company”), Trinseo S.A., a public limited liability company (*société anonyme*) organized under the laws of the Grand Duchy of Luxembourg (“Parent”), and Christopher D. Pappas (the “Executive”).

W I T N E S S E T H

WHEREAS, the Company desires to continue the employment of the Executive as the Chief Executive Officer of the Company and to pay all of the Executive’s compensation other than certain equity awards described in this Agreement; and

WHEREAS, Parent desires the Executive to continue to be its Chief Executive Officer, to grant the Executive certain equity awards described in this Agreement and to guarantee the cash compensation of the Executive payable by the Company hereunder; and

WHEREAS, the Company, Parent and the Executive desire to enter into this Agreement as to the terms of the Executive’s employment with the Company.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. POSITION AND DUTIES.

(a) During the Employment Term (as defined in Section 2 hereof), the Executive shall serve as the Chief Executive Officer of the Company and Parent. In this capacity, the Executive shall have the duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies, and such other duties, authorities and responsibilities as may reasonably be assigned to the Executive that are not inconsistent with the Executive’s position as Chief Executive Officer of the Company. The Executive shall serve as a member of the Board of Managers (or similar governing body) of Parent (the “Board”) and of the Board of Directors of the Company. The Executive’s primary place of employment with the Company shall be in Pittsburgh, Pennsylvania, provided that the Executive understands and agrees that the Executive will be required to travel frequently for business purposes. The Executive shall report directly to the Board.

(b) During the Employment Term, the Executive shall devote all of the Executive’s business time, energy, business judgment, knowledge and skill and the Executive’s reasonable best efforts to the performance of the Executive’s duties with the Company, provided that the foregoing

shall not prevent the Executive from (i) serving on the boards of directors of non-profit organizations and, with the prior written approval of the Board, other for profit companies; provided that the Executive shall be permitted to serve on the board of directors of FirstEnergy Corp. and Univar LLC, (ii) participating in charitable, civic, educational, professional, community or industry affairs, and (iii) managing the Executive's passive personal investments so long as such activities in the aggregate do not violate Section 10 hereof, interfere or conflict with the Executive's duties hereunder or create a business or fiduciary conflict.

2. EMPLOYMENT TERM. The Company agrees to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to be so employed, commencing on the Effective Date and ending on the date that the Executive's employment is terminated in accordance with Section 7 or 8 hereof. The period of time between the Effective Date and the termination of the Executive's employment hereunder shall be referred to herein as the "Employment Term."

3. BASE SALARY. The Company agrees to pay the Executive the following base salary: \$1,150,000 for calendar year 2017, \$1,200,000 for calendar year 2018, in each case, effective January 1st of the respective calendar year and payable in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The base salary as determined herein and adjusted from time to time shall constitute "Base Salary" for purposes of this Agreement.

4. ANNUAL BONUS .

(a) During the Employment Term, the Executive shall be eligible for an annual cash performance bonus (an "Annual Bonus") in respect of each calendar year that ends during the Employment Term, to the extent earned based on performance against objective performance criteria. The performance criteria for any particular calendar year shall be determined in good faith by the Board, after consultation with the Executive, no later than ninety (90) days after the commencement of such calendar year. The Executive's targeted Annual Bonus for a calendar year shall equal 150% of the Executive's Base Salary for such calendar year (the "Target Bonus") if target levels of performance for such year are achieved, with greater or lesser amounts (including zero) paid for performance above and below target (such greater and lesser amounts to be determined by a formula established by the Board for such year when it establishes the targets and performance criteria for such year). The Executive's Target Bonus shall be subject to annual review by the Board (or a committee thereof) during the first ninety (90) days of each calendar year, and the Target Bonus for such calendar year may be increased above, but not decreased below, the levels for the preceding calendar year, by the Board.

(b) The Executive's Annual Bonus for a calendar year shall be determined by the Board after the end of the applicable calendar year based on the level of achievement of the applicable performance criteria, and shall be paid to the Executive in the calendar year following the calendar year to which such Annual Bonus relates at the same time annual bonuses are paid to other senior executives of the Company, subject to continued employment at the time of payment (except as otherwise provided in Section 8 hereof).

5. EQUITY AWARD. The Company shall grant to the Executive incentive equity awards in calendar year 2018 as herein defined and for subsequent calendar years as may be

determined and adjusted from time to time, (the “ Incentive Equity Awards ”), with grant date fair value equal to 480% of Base Salary for calendar year 2018, in each case, in the same form and subject to the same vesting terms and conditions as incentive equity awards granted to similarly situated senior executives of the Company; provided that the definition of “Retirement” applicable to the outstanding Incentive Equity Awards shall mean (i) a termination of Employment by the Company without Cause, (ii) a termination of Employment by the Executive with Good Reason, or (iii) any termination of Employment after December 31, 2018.

6. EMPLOYEE BENEFITS .

(a) **BENEFIT PLANS.** During the Employment Term, the Executive shall be entitled to participate in any employee benefit plan that the Company, Parent or any of their direct or indirectly controlled subsidiaries (each an “Affiliate”) has adopted or may adopt, maintain or contribute to and which benefit any of the senior executives of the Company, Parent or any Affiliate, on a basis no less favorable than that applicable to any such senior executives, subject to satisfying the applicable eligibility requirements, except to the extent such plans are duplicative of the benefits otherwise provided hereunder. The Executive’s participation in any such employee benefit plan shall be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time, if and to the extent allowed pursuant to the terms of such plan, provided that any such amendment may have no more adverse effect on the Executive than on any other participant in such plan. The Company may provide perquisites to the Executive at the discretion of the Board.

(b) **VACATIONS.** During the Employment Term, the Executive shall be entitled to paid vacation in accordance with the Company’s policy on accrual and use applicable to employees as in effect from time to time based; provided that the Executive’s vacation accrual shall be calculated as if the Executive had thirty (30) years of employment with the Company.

(c) **RETIREMENT BENEFITS.** The Company shall provide the Executive with a retirement benefit in accordance with Exhibit B attached hereto (the “Retirement Benefit”). For purposes of determining the Executive’s retirement benefit on the Effective Date, the Executive shall be treated as having thirty (30) Years of Service Credit with the Company. For the sake of clarity, in no event shall the Executive receive more than an aggregate of thirty (30) Years of Service Credit with the Company, including in connection with a Change in Control.

(d) **BUSINESS EXPENSES.** Upon presentation of reasonable substantiation and documentation as the Company may specify from time to time, the Executive shall be reimbursed in accordance with the Company’s expense reimbursement policies as in effect from time to time, for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Employment Term and in connection with the performance of the Executive’s duties hereunder.

(e) **LEGAL FEES.** Upon presentation of an invoice therefor, the Company shall pay or reimburse the Executive’s reasonable counsel fees incurred in connection with the negotiation and documentation of this Agreement and the other documents ancillary thereto.

7. **TERMINATION.** The Executive's employment and the Employment Term shall terminate on the first of the following to occur:

(a) **DISABILITY.** Upon ten (10) days' prior written notice by the Company to the Executive of termination due to Disability. For purposes of this Agreement, "Disability" shall be defined as the inability of the Executive to have performed the Executive's material duties hereunder due to a physical or mental injury, infirmity or incapacity, which inability shall continue for one hundred and twenty (120) consecutive days or for one hundred eighty (180) days (including weekends and holidays) in any 365-day period as determined by the Board in its reasonable discretion. The Executive shall cooperate in all respects with the Company if a question arises as to whether the Executive has become disabled (including, without limitation, submitting to reasonable examinations by one or more medical doctors and other health care specialists selected by the Company and authorizing such medical doctors and other health care specialists to discuss the Executive's condition with the Company).

(b) **DEATH.** Automatically upon the date of death of the Executive.

(c) **CAUSE.** Immediately upon written notice by the Company to the Executive of a termination for Cause. "Cause" shall mean the Executive's (i) continued failure to follow the lawful directives of the Board after written notice from the Board and a period of no less than thirty (30) days to cure such failure; (ii) willful misconduct or gross negligence in the performance of the Executive's duties; (iii) conviction of, or pleading of guilty or nolo contendere to, a felony; (iv) material violation of a material Company policy that is not cured within fifteen (15) days of written notice from the Board; (v) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (vi) continued failure to cooperate in any audit or investigation of financial or business practices of the Company after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; or (vii) breach of any of the restrictive covenants set forth in Section 10 hereof or in any other written agreement between the Executive and the Company and/or its affiliates that causes material and demonstrable harm to the Company and that is not cured within fifteen (15) days of written notice from the Board (a "Material Covenant Violation").

For purposes of this Section 7(c), no act, or failure to act, on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board or the board of directors of the Company or (B) the advice of counsel for the Company or Parent shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board (excluding the Executive, if the Executive is a member of the Board) at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel for the Executive, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct described in one or more of clauses (i) through (vii) of the preceding paragraph, and specifying the particulars thereof in detail.

(d) **WITHOUT CAUSE.** Upon written notice by the Company to the Executive of an involuntary termination without Cause (other than for death or Disability). For an involuntary termination of employment without Cause prior to January 1, 2019 (but not within the two (2) year period commencing upon a Change in Control), the Company shall provide written notice of at least four (4) months. For an involuntary termination of employment without Cause on or after January 1, 2019 (but not within the two (2) year period commencing upon a Change in Control), the Company shall provide written notice of at least two (2) months.

(e) **GOOD REASON.** Upon written notice by the Executive to the Company of a termination for Good Reason. “Good Reason” shall mean the occurrence of any of the following events, without the express written consent of the Executive, unless such events are fully corrected in all material respects by the Company or Parent (as applicable) within thirty (30) days following written notification by the Executive to the Company of the occurrence of one of the reasons set forth below: (i) other than following the receipt of the Company's written notice pursuant to Section 7(d), the material diminution in the Executive's position, duties or authorities or assignment of duties materially inconsistent with the Executive's position with Parent, including but not limited to the Executive ceasing to be the sole Chief Executive Officer of Parent, and a member of the Board; (ii) the relocation of the Company's primary offices in Berwyn, Pennsylvania by more than thirty-five (35) miles from its current location; (iii) a reduction in Base Salary or Target Bonus; or (iv) the Company's material breach of this Agreement. The Executive shall provide the Company with a written notice detailing the specific circumstances alleged to constitute Good Reason within ninety (90) days after the Executive first gains actual knowledge of the occurrence of such circumstances, and actually terminate employment within thirty (30) days following the expiration of the Company's thirty (30)-day correction period described above. Otherwise, any claim of such circumstances as “Good Reason” shall be deemed irrevocably waived by the Executive. For avoidance of doubt, succession planning or successor candidate evaluation by the Company, shall not, by itself, constitute Good Reason.

(f) **WITHOUT GOOD REASON.** Upon written notice by the Executive to the Company of a voluntary termination of employment without Good Reason (which the Company may, in its sole discretion, make effective earlier than the expiration of the notice period). In such event, the last day of employment as provided in the notice period, or an earlier date at the Company's option, shall be the Executive's termination date for all purposes of this Agreement, including without limitation, the termination date for determining termination benefits pursuant to Section 8 hereof. The Company's election to accelerate the Executive's termination date shall not be considered a termination by the Company without Cause or constitute Good Reason hereunder. In addition, the Company may transition Executive's duties and responsibilities to others during the notice period and such diminution of duties and responsibilities shall not constitute Good Reason as provided for herein.

8. CONSEQUENCES OF TERMINATION .

(a) **DEATH.** In the event that the Executive's employment and the Employment Term ends on account of the Executive's death, the Executive's estate shall be entitled to the following (with the amounts due under Sections 8(a)(i) through 8(a)(v) hereof to be paid, unless otherwise provided below, within sixty (60) days following termination of employment, or such earlier date as may be required by applicable law):

- (i) any unpaid Base Salary through the date of termination;
- (ii) any Annual Bonus earned but unpaid with respect to the calendar year ending on or preceding the date of termination;
- (iii) an amount equal to the pro-rata portion of the Executive's Target Bonus for the calendar year of termination (determined by multiplying the Target Bonus for the year of termination by a fraction, the numerator of which is the number of days during the calendar year of termination that the Executive is employed by the Company and the denominator of which is 365); provided that to the extent that the payment of such amount constitutes "nonqualified deferred compensation" for purposes of "Code Section 409A" (as defined in Section 24 hereof), such payment shall be made on the sixtieth (60th) day following such termination;
- (iv) reimbursement for any unreimbursed business expenses incurred through the date of termination;
- (v) payment in respect of any accrued but unused vacation time in accordance with Company policy;
- (vi) subject to Section 6(c), the Retirement Benefit; and
- (vii) all other payments, benefits or fringe benefits to which the Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement (collectively, Sections 8(a)(i) through 8(a)(vii) hereof shall be hereafter referred to as the "Accrued Benefits").

(b) **DISABILITY.** In the event that the Executive's employment and/or Employment Term ends on account of the Executive's Disability, the Company shall pay or provide the Executive with the Accrued Benefits.

(c) **TERMINATION FOR CAUSE OR WITHOUT GOOD REASON.** If the Executive's employment is terminated (x) by the Company for Cause, or (y) by the Executive without Good Reason, the Company shall pay to the Executive the Accrued Benefits; provided that, in the event of a termination for Cause, the Executive shall not be entitled to the benefits described in Sections 8(a)(ii) and 8(a)(iii); and provided further that, in the event of a resignation by the Executive without Good Reason, the Executive shall not be entitled to the benefits described in Section 8(a)(iii).

(d) **TERMINATION WITHOUT CAUSE OR FOR GOOD REASON.**

(1) **Termination of Employment Prior to January 1, 2019 :** If the Executive's employment by the Company is terminated (W) by the Company other than for Cause (and, for the sake of clarity, other than due to the Executive's death or Disability), pursuant to Section 7(d) hereof, the Company shall pay or provide the Executive with the benefits specified in Section 8(d)(1)(i), (ii) and (iii) below, subject to the provisions of Section 24 hereof, or (X) by the Company other than for Cause (and, for the sake of clarity, other than due to the Executive's death or Disability) but without four months notice, pursuant to Section 7(d) hereof, the Company shall pay or provide the Executive the benefits specified in Section 8(d)(1)(i) and (iii) above and the benefits described in

in Section 8(d)(1)(ii) but with the Severance Amount equal to the Executive's Base Salary and Target Bonus for the year of termination subject to the provisions of Section 24 hereof.

(i) the Accrued Benefits;

(ii) subject to the Executive's not engaging in a Material Covenant Violation or a material breach of Section 11 hereof that is not cured within fifteen (15) days of written notice from the Board (a "Material Cooperation Violation"), the Executive shall be entitled to an amount equal to the Executive's Base Salary from the Executive's date of termination through December 31, 2018, and Target Bonus for the year of termination (the "Severance Amount"), paid in equal monthly installments for a period of twelve (12) months following such termination; provided that to the extent that the payment of any amount constitutes "nonqualified deferred compensation" for purposes of Code Section 409A, any such payment scheduled to occur during the first sixty (60) days following the termination of employment shall not be paid until the sixtieth (60th) day following such termination and shall include payment of any amount that was otherwise scheduled to be paid prior thereto; and

(iii) subject to (A) the Executive's timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), (B) the Executive's continued copayment of premiums at the same level and cost to the Executive as if the Executive were an employee of the Company (excluding, for purposes of calculating cost, an employee's ability to pay premiums with pre-tax dollars), (C) the Executive's not engaging in a Material Covenant Violation or a Material Cooperation Violation, and (D) the Company not being subject to material tax or other penalties, continued participation in the Company's group health plan (to the extent permitted under applicable law) which covers the Executive (and the Executive's eligible dependents) for a period twelve (12) months following the Executive's date of termination, at the Company's expense, provided that if the Company's group health plan is self-insured, the Company will report to the appropriate tax authorities taxable income to the Executive equal to the portion of the deemed cost of such participation (based on applicable COBRA rates) not paid by the Executive; and provided, further, that in the event that the Executive obtains other employment that offers group health benefits, such continuation of coverage by the Company under this Section 8(d)(1)(iii) shall immediately cease.

(2) Termination of Employment Prior to January 1, 2019 : If the Executive's employment by the Company is terminated by the Executive for Good Reason, the Company shall pay or provide the Executive the benefits specified in Section 8(d)(1)(i) and (iii) above and the benefits described in in Section 8(d)(1)(ii) but with the Severance Amount equal to two (2) multiplied by the sum of Executive's Base Salary and Target Bonus subject to the provisions of Section 24 hereof.

(3) Termination of Employment on or After January 1, 2019 : If the Executive's employment by the Company is terminated (Y) by the Company other than for Cause (and, for the sake of clarity, other than due to the Executive's death or Disability), pursuant to Section 7(d) hereof, the Company shall pay or provide the Executive the benefits specified in Section 8(d)(1)(i) and (iii) above and the Executive shall not be entitled to the benefits described in Section 8(d)(1)(ii) above, or (Z) by the Company other than for Cause (and, for the sake of clarity, other than due to the Executive's death or Disability) but without two months notice, or by the Executive

for Good Reason, the Company shall pay or provide the Executive the benefits specified in Section 8(d)(1) (i) and (iii) above and the benefits described in Section 8(d)(1)(ii) but with the Severance Amount equal to the sum of the Executive's Base Salary, and Target Bonus for the year of termination paid in twelve equal monthly installments, subject to the provisions of Section 24 hereof.

Payments and benefits provided in this Section 8(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

(e) **CHANGE IN CONTROL .**

(i) This Section 8(e) shall apply if the Executive's employment by the Company is terminated (x) by the Company other than for Cause pursuant to Section 7(d) hereof, or (y) by the Executive for Good Reason, in either case, during the Employment Term and the two (2)-year period commencing upon a Change in Control. Subject to the Executive's not engaging in a Material Covenant Violation or a Material Cooperation Violation, upon a termination described in the preceding sentence, the Executive shall receive the benefits set forth in Section 8(d)(1) (i), (ii) and (iii), except that in lieu of receiving the Severance Amount, as applicable, in installments as contemplated under Section 8(d)(1)(ii), or as modified in Section 8(d)(2) or Section 8(d)(3) hereof, the Executive shall receive a lump sum payment equal to the applicable Severance Amount, on the date of such termination; provided that to the extent that the payment of the applicable amount constitutes "nonqualified deferred compensation" for purposes of Code Section 409A, such payment shall be made on the sixtieth (60th) day following such termination.

(ii) For purposes of this Agreement, the term "Change in Control" shall mean the consummation of the first transaction following the Effective Date, whether in a single transaction or in a series of related transactions, in which any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) (a "Group"), (A) acquires (whether by merger, consolidation, or transfer or issuance of equity interests or otherwise) equity interests of Parent (or any surviving or resulting entity) representing more than fifty percent (50%) of the outstanding voting securities or economic value of Parent (or any surviving or resulting entity), or (B) acquires assets constituting all or substantially all (more than eighty percent (80%)) of the assets of Parent and its subsidiaries (as determined on a consolidated basis).

(f) **CODE SECTION 280G.** To the extent that any amount or benefit that may be paid or otherwise provided to or in respect of the Executive by the Company or any affiliated company, whether pursuant to this Agreement or otherwise, exceeds the limitations of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") such that an excise tax would be imposed under Section 4999 of the Code, the provisions of Exhibit C attached hereto shall be applicable.

(g) **OTHER OBLIGATIONS.** Upon any termination of the Executive's employment with the Company, the Executive shall promptly resign from the Board (following a request by the Company) and shall promptly resign from any other position as an officer, director or fiduciary of the Company, Parent and any Affiliate.

9. RELEASE; NO MITIGATION; NO SET-OFF. Any and all amounts payable and benefits or additional rights provided pursuant to this Agreement beyond the Accrued Benefits (other than the amount described in Section 8(a)(iii) hereof) shall only be payable if the Executive delivers to the Company and does not revoke a general release of claims in favor of the Company in substantially the form of Exhibit D attached hereto. Such release shall be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, nor shall the amount of any payment hereunder be reduced by any compensation earned by the Executive as a result of employment by a subsequent employer (except as provided in Section 8(d)(1)(iii) hereof). The Company's obligations to pay the Executive amounts hereunder shall not be subject to set-off, counterclaim or recoupment of amounts owed by the Executive to the Company or any of its affiliates.

10. RESTRICTIVE COVENANTS.

(a) **CONFIDENTIALITY.** During the course of the Executive's employment with the Company and its Affiliates, the Executive will learn confidential information regarding Parent and its Affiliates (the "Parent Group"). The Executive agrees that the Executive shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of the Parent Group, either during the period of the Executive's employment or at any time thereafter, any business and technical information or trade secrets, nonpublic, proprietary or confidential information, knowledge or data relating to the Parent Group, or received from third parties subject to a duty on the Parent Group's part to maintain the confidentiality of such information and to use it only for certain limited purposes, in each case which shall have been obtained by the Executive during the Executive's employment by the Parent Group. The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). The terms and conditions of this Agreement shall remain strictly confidential, and the Executive hereby agrees not to disclose the terms and conditions hereof to any person or entity, other than immediate family members, legal advisors or personal tax or financial advisors, or prospective future employers solely for the purpose of disclosing the limitations on the Executive's conduct imposed by the provisions of this Section 10 who, in each case, shall be instructed by the Executive to keep such information confidential.

(b) **NONCOMPETITION.** The Executive acknowledges that the Executive performs services of a unique nature for the Parent Group that are irreplaceable, and that the Executive's performance of such services to a competing business will result in irreparable harm to the Parent Group. Accordingly, during the Executive's employment hereunder and for a period of two (2) years thereafter, the Executive agrees that the Executive will not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person,

firm, corporation or other entity, in whatever form, engaged in competition with any material business of the Parent or any Affiliate or in any other material business in which the Parent or any Affiliate has taken material steps and has material plans, on or prior to the date of termination, to be engaged in on or after such date, in any locale of any country in which the Company or such Affiliate conducts business. Notwithstanding the foregoing, nothing herein shall prohibit the Executive from being a passive owner of not more than one percent (1%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with Parent or any of its Affiliates, so long as the Executive has no active participation in the business of such corporation.

(c) **NONSOLICITATION; NONINTERFERENCE.** During the Executive's employment with the Company and for a period of two (2) years thereafter, the Executive agrees that the Executive shall not, except in the furtherance of the Executive's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (i) solicit, aid or induce any customer of Parent or an Affiliate to purchase goods or services then sold by Parent or any Affiliate from another person, firm, corporation or other entity or assist or aid any other persons or entity in identifying or soliciting any such customer, (ii) solicit, aid or induce any employee, representative or agent of Parent or any Affiliate to leave such employment or retention or, in the case of employees, to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with Parent or any Affiliate, or hire or retain any such employee, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, or (iii) interfere, or aid or induce any other person or entity in interfering, with the relationship between Parent or any Affiliate and any of their respective vendors, joint venturers or licensors. An employee, representative or agent shall be deemed covered by this Section 10(c) while so employed or retained and for a period of six (6) months thereafter. Notwithstanding the foregoing, the provisions of this Section 10(c) shall not be violated by general advertising or solicitation not specifically targeted at Parent or Affiliate-related individuals or entities.

(d) **INVENTIONS.** (i) The Executive acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products, developments or works of authorship ("Inventions"), whether patentable or unpatentable, (A) that relate to the Executive's work with the Parent Group, made or conceived by the Executive, solely or jointly with others, during the Employment Term, or (B) suggested by any work that the Executive performs in connection with the Parent Group, either while performing the Executive's duties with the Parent Group or on the Executive's own time, shall belong exclusively to the Company (or its designee), whether or not patent applications are filed thereon. The Executive will keep full and complete written records (the "Records"), in the manner prescribed by the Company, of all Inventions, and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the member of the Parent Group designated by Parent, and the Executive will surrender them upon the termination of the Employment Term, or upon the Company's request. The Executive will assign to the member of the Parent Group designated by Parent the Inventions and all patents that may issue thereon in any and all countries, whether during or subsequent to the Employment Term, together with the right to file, in the Executive's name or in the name of the member of the Parent Group designated by Parent, applications for patents and equivalent rights (the "Applications"). The Executive will, at any time during and subsequent to the Employment Term, make such applications, sign such papers, take all rightful oaths, and

perform all acts as may be requested from time to time by the Company with respect to the Inventions. The Executive will also execute assignments to the member of the Parent Group designated by Parent of the Applications, and give the member of the Parent Group designated by Parent and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for the Parent Group's benefit, all without additional compensation to the Executive from the Parent Group.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright laws of the United States, on behalf of the Parent Group and the Executive agrees that the member of the Parent Group designated by Parent will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Executive. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, the Executive hereby irrevocably conveys, transfers and assigns to the member of the Parent Group designated by Parent, all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Executive's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Executive hereby waives any so-called "moral rights" with respect to the Inventions. To the extent that the Executive has any rights in the results and proceeds of the Inventions that cannot be assigned in the manner described herein, the Executive agrees to unconditionally waive the enforcement of such rights. The Executive hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Executive's benefit by virtue of the Executive being an employee of or other service provider to the Parent Group.

(e) **RETURN OF COMPANY PROPERTY.** On the date of the Executive's termination of employment with the Company for any reason (or at any time prior thereto at the Company's request), the Executive shall return all property belonging to the Company or its Affiliates (including, but not limited to, any Company-provided laptops, computers, cell phones, wireless electronic mail devices or other equipment, or documents and property belonging to the Company). The Executive may retain the Executive's rolodex and similar address books provided that such items only include contact information.

(f) **REASONABLENESS OF COVENANTS.** In signing this Agreement, the Executive gives Parent and the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 10. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and their trade secrets and confidential information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will

not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and its Affiliates and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Executive further covenants that the Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 10, other than in response to an attempt by the Company or an Affiliate to enforce such covenants against the Executive. It is also agreed that the Affiliates will have the right to enforce all of the Executive's obligations to such Affiliates under this Agreement, including without limitation pursuant to this Section 10.

(g) **REFORMATION.** If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 10 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(h) **TOLLING.** In the event of any violation of the provisions of this Section 10, the Executive acknowledges and agrees that the post-termination restrictions contained in this Section 10 shall be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

(i) **SURVIVAL OF PROVISIONS.** The obligations contained in Sections 10 and 11 hereof shall survive the termination of the Executive's employment with the Company and shall be fully enforceable thereafter.

11. COOPERATION. Upon the receipt of reasonable notice from the Company (including through outside counsel), the Executive agrees that while employed by the Company and thereafter (to the extent it does not materially interfere with the Executive's employment or other business activities after employment by the Company), the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment with the Company, and will provide reasonable assistance to the Company, the Affiliates and their respective representatives in defense of all claims that may be made against the Company or the Affiliates, and will assist the Company and the Affiliates in the prosecution of all claims that may be made by the Company or the Affiliates, to the extent that such claims may relate to the period of the Executive's employment with the Company. The Executive also agrees to promptly inform the Company (to the extent that the Executive is legally permitted to do so) if the Executive is asked to assist in any investigation of the Company or the Affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or Affiliates with respect to such investigation, and shall not do so unless legally required. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for all reasonable out-of-pocket travel, duplicating, telephonic, counsel and other expenses incurred by the Executive in complying with this Section 11.

12. EQUITABLE RELIEF AND OTHER REMEDIES. The Executive acknowledges and agrees that the remedies at law for a breach or threatened breach of any of the provisions of Section 10 hereof or Section 11 hereof would be inadequate and, in recognition of

this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, Parent and/or the Company shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available. In the event of a Material Covenant Violation or a Material Cooperation Violation by the Executive, any severance being paid to the Executive pursuant to this Agreement or otherwise shall immediately cease.

13. NO ASSIGNMENTS. This Agreement is personal to each of the parties hereto. Except as provided in this Section 13 hereof, no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto. Parent shall assign this Agreement to any successor to all or substantially all of the business and/or assets of Parent, provided that Parent shall require such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, “Parent” shall mean Parent and any successor to all or substantially all of its business and/or assets, which assumes and agrees to perform the duties and obligations of Parent under this Agreement by operation of law or otherwise. In the event of a sale of the Company (or all or substantially all of its business) to an independent third party in connection with a transaction that does not constitute a Change in Control, the Company and the Executive shall assign the Company’s rights and obligations hereunder to Parent or to a mutually agreed upon direct or indirect subsidiary of Parent, and the Company shall be released from its obligations hereunder.

14. NOTICES. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile or electronic mail, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

If to the Company:

1000 Chesterbrook Boulevard
Suite 300
Berwyn, Pennsylvania 19312

Attention: Sr. Vice President & Chief Legal Officer

With a copy (which shall not constitute notice hereunder) to:

1000 Chesterbrook Boulevard
Suite 300
Berwyn, Pennsylvania 19312

Attention: Sr. Vice President & Chief Human Resources Officer

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

15. SECTION HEADINGS; INCONSISTENCY. The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement (including the Exhibits hereto) and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control.

16. SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

17. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

18. INDEMNIFICATION. The Company hereby agrees to indemnify the Executive and hold the Executive harmless to the fullest extent allowable under applicable law against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including attorney's fees, and the advancement of such fees subject to any legally required repayment undertaking), losses, and damages resulting from the Executive's performance of the Executive's duties and obligations with the Company. This obligation shall survive the termination of the Executive's employment with the Company.

19. LIABILITY INSURANCE. The Company shall cover the Executive under directors' and officers' liability insurance both during and, while potential liability exists, after the Employment Term in the same amount and to the same extent as the Company covers its other officers and directors.

20. GOVERNING LAW. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

21. DISPUTE RESOLUTION. Each of the parties agrees that any dispute between the parties shall be resolved only in the courts of the State of Delaware or the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits in any proceeding relating to this Agreement or the Executive's employment by the Company or any Affiliate, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of Delaware, the court of the United States of America for the District of Delaware, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees

that all claims in respect of any such Proceeding shall be heard and determined in such Delaware State court or, to the extent permitted by law, in such federal court, (b) consents that any such Proceeding may and shall be brought in such courts and waives any objection that the Executive or the Company may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same, (c) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY OR ANY AFFILIATE OF THE COMPANY, OR THE EXECUTIVE'S OR THE COMPANY'S PERFORMANCE UNDER, OR THE ENFORCEMENT OF, THIS AGREEMENT, (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at the Executive's or the Company's address as provided in Section 14 hereof, and (e) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by the laws of the State of Delaware. Each party shall be responsible for its own legal fees incurred in connection with any dispute hereunder.

22. MISCELLANEOUS. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer or director as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement together with all exhibits hereto sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes any and all prior agreements or understandings between the Executive and the Company with respect to the subject matter hereof, whether written or oral and, on the Effective Date, supersedes and terminates the Employment Agreement dated as of June 17, 2010 among the parties hereto. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

23. REPRESENTATIONS; ACTIONS BY PRIOR EMPLOYERS. The Executive represents and warrants to the Company that (a) the Executive has used the Executive's best efforts to provide the Company with (i) each agreement with a predecessor employer which may have any bearing on the Executive's legal right to enter into this Agreement and to perform all of the obligations on the Executive's part to be performed hereunder in accordance with its terms, or (ii) a summary of the applicable provisions of each such agreement which the Executive may not provide to the Company due to an existing confidentiality obligation, and (b) other than the agreements referenced in the preceding clause (a), the Executive is not a party to any agreement or understanding, whether written or oral, and is not subject to any restriction (including, without limitation, any non-competition restriction from a prior employer), which, in either case, could prevent the Executive from entering into this Agreement or performing all of the Executive's duties and obligations hereunder. The Executive understands that the foregoing representations are a material inducement to Parent and the Company entering into this Agreement, and to the extent that either of such representations is untrue in any material respect at any time or for any reason, this Agreement shall be voidable by Parent and the Company such that the parties hereunder shall be relieved of all of their respective duties and obligations hereunder; provided that any

termination of the Executive's employment resulting from the Company exercising its rights pursuant to this sentence shall be treated as a termination of employment by the Executive without Good Reason. If any prior employer of the Executive, or any affiliate of any such prior employer, challenges the Executive's right to enter into this Agreement and to perform all of the Executive's obligations hereunder (whether by action against the Executive, the Company, Parent and/or an Affiliate), the Company, Parent (on behalf of itself and all Affiliates) and the Executive each agree to use their reasonable best efforts to defend against such challenge, and the Company further agrees to pay as incurred (within 10 days following the Company's receipt of an invoice from the Executive), at any time from the Effective Date through the Executive's remaining lifetime (or, if longer, through the 20th anniversary of the Effective Date), all legal fees and expenses that the Executive may reasonably incur as a result of his personal defense of such challenge.

24. TAX MATTERS .

(a) **WITHHOLDING.** The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, foreign, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(b) SECTION 409A COMPLIANCE .

(i) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Code Section 409A. Any such modification shall require the written consent of the Executive. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A or damages for failing to comply with Code Section 409A; provided that the Company makes any modification reasonably requested by the Executive in accordance with the second sentence of this Section 24(b)(i).

(ii) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered "nonqualified deferred compensation" under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (B) the date of the Executive's death, to the extent required under Code Section

409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 24(b)(ii) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum and all remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(iii) To the extent that reimbursements or other in-kind benefits under this Agreement constitute “nonqualified deferred compensation” for purposes of Code Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(iv) For purposes of Code Section 409A, the Executive’s right to receive installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

25. [RESERVED]

26. POST-TERMINATION TAX ISSUES. For a period of seven (7) years following termination of the Executive’s employment hereunder, the Company agrees to cooperate in good faith and use commercially reasonable efforts to comply with and respond to all reasonable requests from or inquiries by the Executive for assistance and information in connection with any matters or issues relating to preparation of the Executive’s tax filings and the Executive’s response to any tax audit or investigation. Such cooperation and assistance shall include, without limitation, making the Company’s officers, directors, employees, legal counsel, accountants and other advisors and representatives, who are familiar with the compensation determinations made by the Company relating to the Executive’s compensation, reasonably available to the Executive and the Executive’s representatives, on reasonable notice during normal business hours (in a manner so as to not interfere with the normal business operations of the Company); provided, that the Company shall have no obligation to provide the Executive or his representatives with access to any books or records to the extent such books and records do not pertain to the preparation of the Executive’s tax filings and the Executive’s response to any tax audit or investigation and, to such extent, the Company and its representatives are entitled to withhold access to or redact any portion of such information. Notwithstanding anything to the contrary set forth in this Agreement, none of the Company or any of its affiliates shall be required to disclose any information to, or otherwise cooperate with, the Executive (i) if doing so would reasonably be expected to violate, or be inadvisable in light of, any order, contract, fiduciary duty, applicable law or exchange regulation to which the Company or such affiliate is a party or is subject, (ii) if doing so would reasonably be expected to result in the loss of the ability to successfully assert attorney-client and work product privileges against any party, (iii) if the Company or any of its Affiliates, on the one hand, and the Executive, on the other hand, are adverse parties in a litigation and such information is reasonably pertinent thereto or (iv) if the Company or such affiliate reasonably determines that such

information should not be disclosed due to its competitively sensitive nature. The Company may require the Executive and his representatives to enter into a confidentiality agreement or other similar agreements before providing any of the foregoing information or access.

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**SIGNATURE PAGE TO
AMENDED & RESTATED EMPLOYMENT AGREEMENT**

IN WITNESS WHEREOF , the parties hereto have executed this Amendment as of the date first written above.

TRINSEO US HOLDING, INC.

By: /s/Angelo N. Chaclas
Name: Angelo N. Chaclas
Title: Sr. Vice President, Chief Legal
Officer and Corporate Secretary

TRINSEO S.A.

By: /s/Stephen Zide
Name: Stephen Zide
Title: Board Chair

EXECUTIVE

By: /s/Christopher D. Pappas
Christopher D. Pappas

Exhibit A – <INTENTIONALLY LEFT BLANK>
Exhibit B – RETIREMENT BENEFITS SCHEDULE
Exhibit C – SECTION 280G PROVISIONS
Exhibit D – GENERAL RELEASE

EXHIBIT A

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EXHIBIT B

RETIREMENT BENEFITS SCHEDULE

The Company shall provide the Executive with a retirement benefit on the following terms and conditions:

- Vesting: Subject to the last line of Section 6(c) of the Agreement, the Executive shall be fully vested in the “Accrued Benefit” (as defined below).
- Payment: Subject to the last line of Section 6(c) of the Agreement, the Accrued Benefit will be paid in a cash lump sum within 30 days after any termination of employment.
- Accrued Benefit: The Executive’s Accrued Benefit will be equal to the following formula:
$$(\text{Basic Percentage} \times \text{Final Average Pay}) + (\text{Supplemental Percentage} \times \text{Adjusted Final Average Pay})$$
- Definitions:
 - o Basic Percentage: The Executive’s Basic Percentage will be the applicable Basic Percentage determined pursuant to the table below based on the aggregate Years of Service Credit credited to the Executive at his date of termination:

| Aggregate Years of Service Credit | Total Basic Percentage |
|-----------------------------------|------------------------|
| 6 | 138% |
| 12 | 276% |
| 18 | 414% |
| 24 | 425% |
| 30 | 425% |

In no event may the Executive’s Basic Percentage exceed 425%.

- o Supplemental Percentage: The Executive’s Supplemental Percentage will be the applicable Supplemental Percentage determined pursuant to the table below based on the aggregate Years of Service Credit credited to the Executive at his date of termination:

| Aggregate Years of Service Credit | Total Supplemental Percentage |
|-----------------------------------|-------------------------------|
| 6 | 24% |
| 12 | 48% |
| 18 | 72% |
| 24 | 96% |
| 30 | 120% |

In no event may the Executive's Supplemental Percentage exceed 120%.

- o Final Average Pay: The Executive's Final Average Pay shall equal the average of the sum of the Executive's Base Salary and Target Bonus for the three full calendar years preceding his termination of employment for any reason (or such smaller number of full calendar years that the Executive has worked as of his date of termination).
- o Adjusted Final Average Pay: The Executive's Adjusted Final Average pay shall equal the Executive's Final Average Pay reduced by the 36-month rolling average Social Security Taxable Wage Base as of the Executive's date of termination for any reason calculated in a manner consistent with the "DEPP" component of the Dow Employees' Pension Plan as in effect on the date hereof.
- o Years of Service Credit: The number of Years of Service Credit credited to the Executive pursuant to Section 6(c) of the Agreement.

EXHIBIT C

SECTION 280G PROVISIONS

This Exhibit C sets forth the terms and provisions applicable to the Executive pursuant to the provisions of Section 8 of the Agreement. This Exhibit C shall be subject in all respects to the terms and conditions of the Agreement. Capitalized terms used without definition in this Exhibit C shall have the meanings set forth in the Agreement.

1. Change in Control Prior to Publicly Traded Equity of Company. So long as the Company is described in Section 280G(b)(5)(A)(ii)(I) of the Code, in the event that any payment that is either received by the Executive or paid by the Company on the Executive's behalf or any property, or any other benefit provided to the Executive under the Agreement or under any other plan, arrangement or agreement with the Company or any other person whose payments or benefits are treated as contingent on a change of ownership or control of the Company (or in the ownership of a substantial portion of the assets of the Company) or any person affiliated with the Company or such person (but only if such payment or other benefit is in connection with the Executive's employment by the Company) (collectively the "Company Payments"), would be subject to the tax imposed by Section 4999 of the Code (and any similar tax that may hereafter be imposed by any taxing authority) (the "Excise Tax"), the Company shall, with respect to such Company Payments, use its reasonable best efforts to obtain a vote satisfying the requirements of Section 280G(b)(5) of the Code, such that no portion of the Company Payments will be subject to such Excise Tax. In the event that a vote satisfying the requirements of Section 280G(b)(5) of the Code is not obtained for any reason, then the Executive will be entitled to receive a portion of the Company Payments having a value equal to \$1 less than three (3) times the Executive's "base amount" (as such term is defined in Section 280G(b)(3)(A) of the Code). Any reduction of the Company Payments pursuant to the foregoing shall occur in the following order: (i) any cash severance payable by reference to the Executive's base salary or annual bonus; (ii) any other cash amount payable to the Executive; (iii) any benefit valued as a "parachute payment;" and (iv) acceleration of vesting of any equity award.

2. Change in Control Upon or Following Publicly Traded Equity of Company. In the event that Company Payments become payable to the Executive during any period in which the Company is not described in Section 280G(b)(5)(A)(ii)(I) of the Code, the following shall apply:
 - (a) In the event that such Company Payments will be subject to the Excise Tax, the Company shall pay to the Executive an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive, after deduction of any Excise Tax on the Company Payments and any U.S. federal, state, and local income or payroll tax upon the Gross-Up Payment provided for by this clause 2(a), but before deduction for any U.S. federal, state, and local income or payroll tax on the Company Payments, shall be equal to the Company Payment

For purposes of determining whether any of the Company Payments and Gross-Up Payment (collectively, the “Total Payments”) will be subject to the Excise Tax and the amount of such Excise Tax, (i) the Total Payments shall be treated as “parachute payments” within the meaning of Section 280G(b)(2) of the Code, and all “parachute payments” in excess of the “base amount” (as defined under Section 280G(b)(3) of the Code) shall be treated as subject to the Excise Tax, unless and except to the extent that, in the opinion of the Company’s independent certified public accountants appointed prior to any change in ownership (as defined under Section 280G(b)(2) of the Code) or tax counsel selected by such accountants or the Company (the “Accountants”) such Total Payments (in whole or in part) are not subject to the Excise Tax, and (ii) the value of any non-cash benefits or any deferred payment or benefit shall be determined by the Accountants in accordance with the principles of Section 280G of the Code. In the event that the Accountants are serving as accountants or auditors for the individual, entity or group effecting the change in control (within the meaning of Section 280G of the Code), the Company shall appoint another nationally recognized accounting firm to make the determinations hereunder (which accounting firm shall then be referred to as the “Accountants” hereunder). All determinations hereunder shall be made by the Accountants, who shall provide detailed supporting calculations both to the Company and the Executive at such time as it is requested by the Company or the Executive. The determination of the Accountants shall be final and binding upon the Company and the Executive.

- (b) For purposes of determining the amount of the Gross-Up Payment, the Executive’s marginal blended actual rates of federal, state and local income taxation in the calendar year in which the change in ownership or effective control that subjects the Executive to the Excise Tax occurs shall be used. In the event that the Excise Tax is subsequently determined by the Accountants to be less than the amount taken into account hereunder at the time the Gross-Up Payment is made, the Executive shall promptly repay to the Company, at the time that the amount of such reduction in Excise Tax is finally determined, the portion of the prior Gross- Up Payment attributable to such reduction (plus the portion of the Gross-Up Payment attributable to the Excise Tax and U.S. federal, state and local income tax imposed on the portion of the Gross-Up Payment being repaid by the Executive), plus interest on the amount of such repayment at the rate provided in Section 1274(b)(2)(B) of the Code. In the event that the Excise Tax is later determined by the Accountants or the Internal Revenue Service to exceed the amount taken into account hereunder at the time the Gross-Up Payment is made (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross- Up Payment in respect of such excess (plus any interest or penalties payable with respect to such excess imposed by the applicable taxing authority) promptly after the amount of such excess is finally determined.
- (c) The Gross-Up Payment or portion thereof provided for in clause 2(c) above shall

be paid not later than the sixtieth (60th) day following an event occurring which subjects the Executive to the Excise Tax; provided, however, that if the amount of such Gross-Up Payment or portion thereof cannot be finally determined on or before such day, the Company shall pay to the Executive on such day an estimate, as determined in good faith by the Accountants, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code), subject to further payments pursuant to clause 2(c) above, as soon as the amount thereof can reasonably be determined. Subject to clauses 2(c) and 2(h) of this Exhibit C, in the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to the Executive, payable on the fifth (5th) day after demand by the Company (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code).

(d) The Executive shall promptly notify the Company in writing of any claim by any taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment; provided, however, that failure by the Executive to give such notice promptly shall not result in a waiver or forfeiture of any of the Executive's rights under this Exhibit C except to the extent of actual damages suffered by the Company as a result of such failure. If the Company notifies the Executive in writing within 15 days after receiving such notice that it desires to contest such claim (and demonstrates to the reasonable satisfaction of the Executive its ability to pay any resulting Gross-Up Payment), the Executive shall:

- (i) give the Company any information reasonably requested by the Company relating to such claim;
- (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company that is reasonably acceptable to the Executive;
- (iii) cooperate with the Company in good faith in order effectively to contest such claim; and
- (iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company's actions do not unreasonably interfere with or prejudice Executive's disputes with the taxing authority as to other issues; and provided, further, that the Company shall bear and pay on an after-tax and as- incurred basis, all attorneys fees, costs and expenses (including additional interest, penalties and additions to tax) incurred in connection with such contest (including but not limited to those of the Executive's personal counsel) and shall indemnify and hold the Executive harmless, on an after-tax and as-incurred basis, for all resulting taxes (including, without limitation, income and excise taxes), interest, penalties and additions to tax.

- (e) The Company shall be responsible for all charges of the Accountants.
- (f) The Company and the Executive shall promptly deliver to each other copies of any written communications, and summaries of any verbal communications, with any taxing authority regarding the Excise Tax covered by this Exhibit C.
- (g) Nothing in this Exhibit C is intended to violate the Sarbanes-Oxley Act of 2002 and to the extent that any advance or repayment obligation hereunder would do so, such obligation shall be modified so as to make the advance a nonrefundable payment to the Executive and the repayment obligation null and void.
- (h) Notwithstanding the foregoing, any payment or reimbursement made pursuant to this clause 2 shall be paid to the Executive promptly and in no event later than the end of the calendar year next following the calendar year in which the related tax is paid by the Executive or as otherwise provided under Treasury Regulation §1.409A-3(i)(1)(v).

The provisions of this Exhibit C shall survive the termination of the Executive's employment with the Company for any reason and any amount payable under this Exhibit C shall be subject to the provisions of Sections 8(e) and 24 of the Agreement.

EXHIBIT D

GENERAL RELEASE

I, Christopher D. Pappas, in consideration of and subject to the performance by Trinseo US Holding, Inc. (together with its subsidiaries, the “Company”), of its obligations under the Amended and Restated Employment Agreement, dated as of December 20, 2017 (the “Agreement”), do hereby release and forever discharge as of the date hereof the Company and its respective “Affiliates” (as defined in the Agreement) and all present, former and future directors, officers, employees, successors and assigns of the Company and its Affiliates and direct or indirect owners (collectively, the “Released Parties”) to the extent provided below. The Released Parties are intended third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. I understand that any payments or benefits paid or granted to me under Section 8 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 8 of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates.

2. Except as provided in paragraphs 4 and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common

law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay, and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving any right to the Accrued Benefits or claims for indemnity or contribution.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees.

9. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. The Company agrees to disclose any such information only to any tax, legal or other counsel of the Company as required by law.

10. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or any governmental entity.

11. I hereby acknowledge that Sections 8, 9, 10, 11, 12, 14, 16, 18, 19, 20, 21, and 24, and Exhibits A and B, of the Agreement shall survive my execution of this General Release.

12. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it.

13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

14. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

1. I HAVE READ IT CAREFULLY;
2. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967,

AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

3. I VOLUNTARILY CONSENT TO EVERYTHING IN IT;
4. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;
5. I HAVE HAD AT LEAST [21][45] DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE TO CONSIDER IT AND THE CHANGES MADE SINCE MY RECEIPT OF THIS RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED [21][45] -DAY PERIOD;
6. I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;
7. I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND
8. I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED: _____ DATED: _____

Christopher D. Pappas



Translation of the legally binding German version

EMPLOYMENT CONTRACT

between **Trinseo Europe GmbH, Horgen**, as employer and

Alice Heezen

as Employee is deemed effective as of 1 April 2018 according to Swiss law Art.319 ff OR (Obligationenrecht)

Article 1

On **1 April 2018**, the Employee changes her role into **Senior Vice President of Human Resources**, in the service of the above named firm. As of 1 April 2018, this contract replaces the initial Employment Contract dated August 11, 2016.

The right is reserved to assign other work which is compatible with qualifications and experience, especially in the case of substituting for absent employees.

Article 2

This contract is for an unlimited period. A notice period of 6 months is applicable for both parties.

Article 3

The annual salary is **CHF 365'000.00 gross** which will be paid out in 13 installments, including a 13th month salary which is paid in December. If the employment commenced after the 1st of January and/or ends before the 31st of December, the 13th month salary will be paid pro rata. The payment for any overtime is included in the salary; there is no entitlement to compensation or payout.

The employee is eligible for participating in the **Annual Performance Award (PA) Program** as well as the **Long Term Incentive Program**. The performance award percentage is at target 50% of the annual base salary and the long term incentive is at target 75% of the annual base salary. Actual amounts are all subject to performance goal achievement.

Where applicable, the payment of child allowances will be made according to the guidelines of Canton Zurich.

Employee and Employer pay an equivalent amount towards the social security (AHV/IV/EO) and unemployment insurance (ALV). The employer will deduct the contributions to be made by the employee from their gross salary.

The premium for non-work related accidents is paid by the employer.

Article 4

With the begin of the employment the employee will join the pension plan of Trinseo.

Article 5

The normal working hours per week are 40 hours, 8 hours per day with gliding working hours. Unless otherwise agreed to in advance no separate overtime payments will be made nor can overtime be compensated.

Article 6

The employer make the employee aware of their diligence and loyalty obligations. In particular that the employee may not pass confidential facts to third parties. The employee undertakes not to disclose such information after the termination of their employment if this is necessary to protect the interests of the employer.

Additionally the employee commits to return any company property in his possession at the first time of asking.

Article 7

Other conditions of employment are covered in the Employee Handbook. Any employment conditions not covered in the Handbook are in accordance with the "Schweizerische Obligationenrecht" and all other prevailing Swiss federal laws (such as "Arbeits-, Gleichstellungs- und Datenschutzgesetz") and cantonal regulations.

Article 8

This contract is prepared in duplicate. It becomes valid only when signed by both contractual parties.

Article 9

The contract becomes valid only when the necessary permit is granted by the responsible authorities. In the event that this is not obtained before commencement of employment, there are no obligations on either side.

Horgen, 26 March 2018

The Employer
Trinseo Europe GmbH

, the

The employee confirms their agreement with
the preceding contract

Alice Heezen

| | |
|--|-------|
| Name: | [•] |
| Number of Restricted Stock Units subject to Award: | [•] |
| Date of Grant: | [•] |

TRINSEO S.A.

2014 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

This agreement (this “ Agreement ”) evidences an award (the “ Award ”) of restricted stock units (the “ Restricted Stock Units ”) granted by Trinseo S.A. (the “ Company ”) to the undersigned (the “ Grantee ”) pursuant to the Trinseo S.A. 2014 Omnibus Incentive Plan (as amended from time to time, the “ Plan ”), which is incorporated herein by reference.

1. Grant of Restricted Stock Units. On the date of grant set forth above (the “ Grant Date ”) the Company granted to the Grantee an award consisting of the right to receive, on the terms provided herein and in the Plan, one share of Stock with respect to each Restricted Stock Unit forming part of the Award, in each case, subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof.

The grant of the Restricted Stock Units is a one-time benefit and does not create any contractual or other right for the Grantee to receive a grant of restricted stock units or benefits in lieu of restricted stock units in the future.

The Award shall not be interpreted to bestow upon the Grantee any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers shares of Stock to the Grantee (if any). The Grantee is not entitled to vote any shares of Stock by reason of the granting of this Award or to receive or be credited with any dividends declared and payable on any share of Stock prior to the date on which any such share is delivered to the Grantee hereunder. The Grantee shall have the rights of a shareholder only as to those shares of Stock, if any, that are delivered under this Award.

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

3. Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that shares of Stock are issued in settlement of vested Restricted Stock Units, the Grantee will accrue dividend equivalents on the Restricted Stock Units equal to any cash dividend or cash distribution that would have been paid on the Restricted Stock Unit had that Restricted Stock Unit been an issued and outstanding share of Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Restricted Stock Unit to which they relate (and will be payable with respect to any shares of Stock that are issued or that are withheld pursuant to Section 8 in order to satisfy Grantee’s Tax-Related Items), (ii) will be denominated and payable solely in cash and paid in such manner as the Company deems appropriate, and (iii) will not bear or accrue interest. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local

and foreign income and social insurance withholding taxes as provided in Section 8. Upon the forfeiture of the Restricted Stock Units, any accrued dividend equivalents attributable to such Restricted Stock Units will also be forfeited.

4. Vesting, etc.

- (a) The Award shall vest in full as to 100% of the Restricted Stock Units subject to the Award on the third anniversary of the Grant Date (“Vesting Date”), subject to the Grantee’s continued Employment with the Company through such date. Except as provided in sections (b) and (c) below, if the Grantee’s Employment with the Company terminates for any reason prior to the Vesting Date, the Award will be automatically and immediately forfeited upon such termination.
- (b) If the Grantee’s Employment terminates due to his or her Retirement (as defined below) or death or is terminated by the Company other than for Cause or due to his or her Permanent Disability, in each case, prior to the Vesting Date, the Award, to the extent then outstanding, will be treated as follows:
 - i. If the Grantee’s Employment terminates as a result of the Grantee’s Retirement (as defined below), upon such termination the Award will vest in an amount equal to (A) the total number of Restricted Stock Units subject to the Award that the Grantee would have vested in had the Grantee remained in continuous Employment through the Vesting Date, multiplied by (B) a fraction, the numerator of which is the number of full months occurring between the Grant Date and the date of Grantee’s Retirement, and the denominator of which is thirty-six (36). For purposes hereunder, “Retirement” means a retirement from active Employment after the Grantee has attained age 55 with at least 10 years of continuous service with the Company, or its predecessor entity, The Dow Chemical Company, or any of its subsidiaries, or as defined in the Grantee's employment or other agreement with the Company.
 - ii. If the Grantee’s Employment is terminated due to his or her death or by the Company due to his or her Permanent Disability, upon such termination, the Award will immediately vest in full as to the total number of Restricted Stock Units subject to the Award.
 - iii. If the Grantee’s Employment is terminated by the Company other than for Cause in connection with a restructuring or redundancy, as determined by the Company, upon such termination, the Award will vest in an amount equal to (A) the total number of Restricted Stock Units subject to the Award that the Grantee would have vested in had the Grantee remained in continuous Employment through the Vesting Date, multiplied by (B) a fraction, the numerator of which

is the number of full months occurring between the Grant Date and the Grantee's date of Employment termination, and the denominator of which is thirty-six (36).

- (c) If, within the twenty-four (24)-month period following the occurrence of a Change in Control (as defined below), the Grantee's Employment is terminated by the Company other than for Cause or, if the Grantee is otherwise subject to an effective employment or other individual agreement with the Company that provides the Grantee with the ability to terminate his or her employment for "good reason," by the Grantee for "good reason" (with such term having the meaning ascribed thereto in the employment or other individual agreement, if any, between the Grantee and the Company for so long as such agreement is in effect), upon such termination and in lieu of the treatment provided for in Section 4(b)(iii) above, the Award, to the extent then outstanding, will immediately vest in full as to the total number of Restricted Stock Units subject to the Award.
- i. For purposes of this Agreement, "Change in Control" means the first to occur of any of the following events:
 1. an event in which any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "1934 Act") (other than (A) the Company, (B) any subsidiary of the Company, (C) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or of any subsidiary of the Company, and (D) any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company), is or becomes the "beneficial owner" (as defined in Section 13(d) of the 1934 Act), together with all affiliates and associates (as such terms are used in Rule 12b-2 of the General Rules and Regulations under the 1934 Act) of such person, directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company's then outstanding securities;
 2. the consummation of the merger or consolidation of the Company with any other company, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, more than 50% of the combined voting power of the voting

securities of the Company or such surviving entity outstanding immediately after such merger or consolidation and (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) after which no “person” “beneficially owns” (with the determination of such “beneficial ownership” on the same basis as set forth in clause (1) of this definition) securities of the Company or the surviving entity of such merger or consolidation representing 50% or more of the combined voting power of the securities of the Company or the surviving entity of such merger or consolidation; or

3. the complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company’s assets.

Notwithstanding the foregoing, to the extent any amount constituting “nonqualified deferred compensation” subject to Section 409A would become payable under the Award by reason of a Change in Control, it shall become payable only if the event or circumstances constituting the Change in Control would also constitute a change in the ownership or effective control of the Company, or a change in the ownership of a substantial portion of the Company’s assets, within the meaning of subsection (a)(2)(A)(v) of Section 409A and the Treasury Regulations thereunder.

5. Delivery of Stock. Subject to Section 9(b), the Company shall, as soon as practicable upon the vesting of the Restricted Stock Units or any portion thereof as provided in Section 4(a), (b) or (c) of this Agreement (but in no event later than thirty (30) days following the date on which such Restricted Stock Units, or any portion thereof, vest) effect delivery of the Stock with respect to such vested Restricted Stock Units, or any portion thereof, to the Grantee (or, in the event of the Grantee’s death, to the Grantee’s beneficiary, which for purposes hereunder shall be (a) if permitted by the Administrator, the person(s) who has been designated by the Grantee in writing in a form and manner acceptable to the Administrator to receive the Award in the event of the Grantee’s death or (b) in the event no beneficiary designation has been made by the Grantee, the Grantee’s estate). No Stock will be issued pursuant to this Award unless and until all legal requirements applicable to the issuance or transfer of such Stock have been complied with to the satisfaction of the Administrator, including, for the avoidance of doubt to the extent required by Luxembourg law, the payment by the Grantee to the Company of an amount in cash equal to the aggregate par value of the shares of Stock to be delivered in respect of the vested Restricted Stock Units on, or within thirty (30) days of, the vesting of the Restricted Stock Units. The actual amount the Grantee will be required to pay will be determined at the time that the Award vests based on the par value of the Company’s Stock on the Vesting Date.

6. Forfeiture; Recovery of Compensation. By accepting the Award the Grantee expressly acknowledges and agrees that his or her rights (and those of any permitted transferee) under the Award or to any Stock acquired under the Award or any proceeds from the disposition thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). Nothing in the preceding sentence shall be construed as limiting the general application of Section 11 of this Agreement.

7. Nontransferability. Neither the Award nor the Restricted Stock Units may be transferred except at death in accordance with Section 6(a)(3) of the Plan.

8. Responsibility for Taxes & Withholding. Regardless of any action the Company or any of its Affiliates takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its Affiliates. The Grantee further acknowledges that the Company and/or its Affiliates (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect to the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the issuance of Stock upon settlement of the Restricted Stock Units, the subsequent sale of Stock acquired pursuant to such issuance and the receipt of any dividends and/or dividend equivalents; and (b) do not commit to and are under no obligation to structure the terms of any Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, the Grantee acknowledges that Company and/or its Affiliates may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Affiliates to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Affiliates, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from the Grantee's wages/salary or other cash compensation paid to the Grantee by the Company and/or its Affiliates; or

(ii) withholding from proceeds of the Stock acquired upon vesting/settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization); or

(iii) withholding in Stock to be issued upon vesting/settlement of the Restricted Stock Units provided, however, that if the Grantee is a Section 16 officer of the Company under the U.S. Securities and Exchange Act of 1934, as amended, then the Company will withhold in shares of Stock upon the relevant taxable or tax withholding

event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (i) and (ii) above.

To avoid negative accounting treatment, the Company and/or its Affiliates may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Stock, for tax purposes, the Grantee is deemed to have been issued the full number of shares of Stock attributable to the vested Restricted Stock Units, notwithstanding that a number of share are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

The Grantee shall pay to the Company and/or its Affiliates any amount of Tax-Related Items that the Company and/or its Affiliates may be required to withhold or account for as a result of the Grantee's participation in the Plan that will not for any reason be satisfied by the means previously described. The Company may refuse to issue or deliver the Stock or the proceeds of the sale of Stock if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

By accepting this grant of Restricted Stock Units, the Grantee expressly consents to the methods of withholding Tax-Related Items by the Company and/or its Affiliates as set forth herein, including the withholding of Stock and the withholding from the Grantee's wages/salary or other amounts payable to the Grantee. All other Tax-Related Items related to the Restricted Stock Units and any Stock delivered in satisfaction thereof are the Grantee's sole responsibility.

9. Other Tax Matters.

- (a) The Grantee expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Stock in the future, subject to the terms hereof, it is not possible to make a so-called "83(b) election" under U.S. federal tax laws with respect to the Award.
- (b) If, at the time of the Grantee's termination of employment, the Grantee is a "specified employee," as defined below, to the extent required by Section 409A, any and all amounts payable on account of the Grantee's separation from service that constitute deferred compensation and would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6) month period or, if earlier, upon the Grantee's death. For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as defined in Treasury Regulations section 1.409A-1(h) after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the

Company to be a specified employee under Treasury Regulation section 1.409A-1(i). Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

10. Effect on Employment. Neither the grant of the Restricted Stock Units, nor the delivery of Stock upon vesting of any portion thereof, will give the Grantee any right to be retained in the employ or service of the Company or any of its Affiliates, affect the right of the Company or any of its Affiliates to discharge or discipline such Grantee at any time, or affect any right of such Grantee to terminate his or her Employment at any time.

11. Acknowledgements. By accepting the Award, the Grantee agrees to be bound by, and agrees that the Award and the Restricted Stock Units are subject in all respects to, the terms of the Plan. The Grantee further acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, (ii) this agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, shall constitute an original signature for all purposes hereunder and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Grantee.

12. Authorization to Release and Transfer Necessary Personal Information. The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data by and among, as applicable, the Company and the Affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company and the Affiliates may hold certain personal information about the Grantee including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Restricted Stock Units and/or Stock held and the details of all Restricted Stock Units or any other entitlement to Stock awarded, cancelled, vested, unvested or outstanding for the purpose of implementing, administering and managing the Grantee's participation in the Plan (the "Data"). The Grantee understands that the Data may be transferred to the Company or any of the Affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere, and that any recipient's country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of Restricted Stock Units under the Plan or with whom Stock acquired pursuant to the vesting of the Restricted Stock Units or cash from the sale of such Stock may be deposited. Furthermore, the Grantee acknowledges and understands that the

transfer of the Data to the Company or the Affiliates or to any third parties is necessary for his or her participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Grantee understands that he or she may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting his or her local human resources representative in writing. The Grantee further acknowledges that withdrawal of consent may affect his or her ability to vest in or realize benefits from the Restricted Stock Units, and his or her ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

Finally, upon request of the Company or the Grantee's employer, the Grantee agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Grantee's employer) that the Company and/or the Grantee's employer may deem necessary to obtain from the Grantee for the purpose of administering the Grantee's participation in the Plan in compliance with the data privacy laws in the Grantee's country, either now or in the future. The Grantee understands and agrees that the Grantee will not be able to participate in the Plan if the Grantee fails to provide any such consent or agreement requested by the Company and/or the Grantee's employer.

13. Electronic Delivery and Execution. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, plan documents, prospectus and prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered under the Plan. The Grantee understands that, unless revoked by the Grantee by giving written notice to the Company pursuant to the Plan, this consent will be effective for the duration of the Agreement. The Grantee also understands that he or she will have the right at any time to request that the Company deliver written copies of any and all materials referred to above. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agree that his or her electronic signature is the same as, and will have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be affected by a third party engaged by the Company to provide administrative services related to the Plan.

14. Appendix. Notwithstanding any provision of the Agreement to the contrary, this Restricted Stock Unit grant and the Stock acquired under the Plan shall be subject to any and all special terms and provisions as set forth in the Appendix, if any, for the Grantee's country of residence (and country of employment, if different).

15. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer.

TRINSEO S.A.

By: _____
Name: Christopher D. Pappas
Title: President and Chief Executive Officer

Dated: [DATE]

Acknowledged and Agreed:

By _____
[Grantee's Name]

Signature Page to Restricted Stock Unit Agreement

COUNTRY APPENDIX

ADDITIONAL TERMS AND CONDITIONS TO RESTRICTED STOCK UNIT AGREEMENT

This Country Appendix (“Appendix”) includes the following additional terms and conditions that govern the Grantee’s Restricted Stock Unit Award for all Grantees that reside and/or work outside of the United States.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to the Grantee’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **February 2018**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Grantee’s participation in the Plan because the information may be out of date at the time that the Restricted Stock Units vest, or Stock is delivered in settlement of the Restricted Stock Units, or the Grantee sells any Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee’s particular situation, and none of the Company, its Affiliates, nor the Administrator is in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in the Grantee’s country of residence and/or work may apply to the Grantee’s situation.

Finally, if the Grantee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Grantee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Grantee.

Terms and Conditions Applicable to All Non-U.S. Jurisdictions

English Language. The Grantee acknowledges and agrees that it is the Grantee’s express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the Restricted Stock Unit Award, be drawn up in English. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Restricted Stock Unit Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws; Insider Trading. The Grantee agrees, as a condition of the grant of the Restricted Stock Unit Award, to repatriate all payments attributable to the Award and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents, and any proceeds derived from the sale of the Stock acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to Grantee. The Company and the Administrator reserve the right to impose other requirements on Grantee’s participation in

the Plan, on the Restricted Stock Units and on any Stock acquired or cash payments made pursuant to the Agreement, to the extent the Company, its Affiliates or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Further, the Grantee agrees to take any and all actions as may be required to comply with Grantee's personal legal and tax obligations under all laws, rules and regulations applicable to the Grantee. Finally, depending on Grantee's or the Grantee's broker's country of residence or where the Stock is listed, Grantee may be subject to insider trading restrictions or market abuse laws, which may affect Grantee's ability to accept, acquire, sell or otherwise dispose of Stock, rights to Stock (e.g., restricted stock units) or rights linked to the value of Stock (e.g., phantom awards, futures) during such times as Grantee is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Grantee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know") and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Grantee should keep in mind third parties includes fellow employees. Any restrictions under these insider trading or market abuse laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company, nor its Affiliates will be liable for any fines or penalties that Grantee may incur as a result of Grantee's failure to comply with any applicable laws. Grantee should be aware that securities, exchange control, insider trading and other laws may change frequently and often without notice. Grantee is hereby advised to confirm the legal obligations that may arise from Grantee's participation in the Plan with a qualified advisor.

Commercial Relationship. The Grantee expressly recognizes that the Grantee's participation in the Plan and the Company's Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Restricted Stock Units as a consequence of the commercial relationship between the Company and the Employer, and the Employer is the Grantee's sole employer. Based on the foregoing, (a) the Grantee expressly recognizes the Plan and the benefits the Grantee may derive from participation in the Plan do not establish any rights between the Grantee and the Affiliate that employs the Grantee, (b) the Plan and the benefits the Grantee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Affiliate that employs the Grantee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Affiliate that employs the Grantee.

Private Placement. The grant of the Award is not intended to be a public offering of securities in the Grantee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Restricted Stock Unit Award is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **GRANTEE** also acknowledges and agrees to the following:

- The Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.
- All decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company.
- The future value of the Stock is unknown and cannot be predicted with certainty.
- The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation or salary for any purpose and are not intended to replace any pension rights or compensation.
- Grantee's participation in the Plan is voluntary.
- No claim or entitlement to compensation or damages arises from the forfeiture of the Award or any of the Restricted Stock Units, the termination of the Plan, or the diminution in value of the Restricted Stock Units or Stock, and the Grantee irrevocably releases the Company, its Affiliates, the Administrator and their affiliates from any such claim that may arise.
- The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.
- Unless otherwise agreed with the Company in writing, the Award and the Stock subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service Grantee may provide as a director of the Company or its Affiliates.
- Neither the Company nor its Affiliates shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the U.S. Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Grantee pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Stock acquired upon settlement.
- None of the Company, its Affiliates, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Grantee's participation in the Plan, the grant, vesting or settlement of the Grantee's Restricted Stock Units, or the Grantee's acquisition or sale of the Stock delivered in settlement of the Restricted Stock Units. The Grantee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

BELGIUM

Notifications

Exchange Control Information. If Grantee is a Belgian resident, Grantee is required to report any taxable income attributable to the grant of the Restricted Stock Units on his or her annual tax return. In addition, the Grantee is required to report any securities (e.g., Stock) or bank accounts opened and maintained outside Belgium on his or her annual tax return. In a separate report, certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened) must be provided to the Central Contact Point of the National Bank of Belgium.

FRANCE

Notifications

Use of English Language. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.*

Award Not French Qualified. The Grantee understands and acknowledges that the Restricted Stock Units granted under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended.

Exchange Control Information. Grantee must declare to the customs and excise authorities any cash or securities he or she imports or exports without the use of a financial institution when the value of the cash or securities is equal to or exceeds €10,000.

Foreign Account / Assets Reporting Information. If the Grantee retains Stock acquired under the Plan outside of France or maintains a foreign bank account, the Grantee is required to report such to the French tax authorities when filing the Grantee's annual tax return. Failure to comply could trigger significant penalties.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If the Grantee uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of the Stock acquired under the Plan, the bank will make the report for the Grantee. Grantee is responsible for satisfying any applicable reporting obligation.

HONG KONG

Terms and Conditions

Warning: *The Restricted Stock Unit Award and any Stock issued pursuant to the settlement of the Restricted Stock Units do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company and its Affiliates. The Agreement, the Plan, and any rules, procedures, forms or other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Award and any related documentation are intended only for the personal use of each eligible employee of the Company or its Affiliates and may not be distributed to any other person. If the Grantee is in any doubt about any of the contents of the Agreement, the Plan, or any rules, procedures or forms, the Grantee should obtain independent professional advice.*

Settlement of Restricted Stock Units. In the event that any of the Restricted Stock Units are settled within six months of the Grant Date, the Grantee agrees that the Grantee (or his / her beneficiary) will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

Wages. The Restricted Stock Unit Award and Shares underlying the Restricted Stock Unit Award do not form part of the Grantee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

INDIA

Notifications

Exchange Control Information. The Grantee understands that he or she must repatriate any proceeds from the sale of Stock and any cash dividends or dividend equivalents acquired under the Plan to India and convert the proceeds into local currency within 90 days or 180 days of receipt, respectively or such other period of time as may be required under applicable regulations. The Grantee will receive a foreign inward remittance certificate (“**FIRC**”) from the bank where the Grantee deposits the foreign currency. The Grantee should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. The Grantee is responsible for complying with applicable exchange control laws in India.

Foreign Account / Assets Reporting Information. The Grantee is required to declare any foreign bank accounts and any foreign financial assets (including Stock acquired under the Plan) in Grantee’s annual tax return. It is Grantee’s responsibility to comply with this reporting obligation and he or she should consult his or her personal tax advisor in this regard.

INDONESIA

Notifications

Exchange Control Information. If the Grantee remits funds (including proceeds from the sale of Stock) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to Bank Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a more detailed description of the transaction must be included in the report and the Grantee may be required to provide information about the transaction (e.g. , the relationship between the Grantee and the transferor of the funds, the source of the funds, etc.) to the bank in order for the bank to complete the report. In addition, the Grantee may be required to provide Bank Indonesia with information on foreign exchange activities, which may include Stock held outside Indonesia, on a monthly basis. The reporting should be completed online through Bank Indonesia's website, by no later than the 15th day of the following month.

ITALY

Terms and Conditions

The following provision replaces Section 12 of the Agreement:

Data Privacy

Pursuant to Section 13 of the Legislative Decree no. 196/2003, the Grantee understands that his / her Employer, the Company and any subsidiary may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, email address and telephone number, email address, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any subsidiary, details of the Award, or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor and will process such data for the exclusive purpose of implementing, managing and administering the Plan ("Data") and in compliance with applicable laws and regulations.

The Grantee also understands that providing the Company with Data is mandatory for compliance with local law and necessary for the performance of the Plan and this Agreement, which represents the legal basis for the collection, use, processing and transfer of the Data, and that the Grantee's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Grantee's ability to participate in the Plan. The Controller of personal data processing is Trinseo S.A. with its principal executive office address at 1000 Chesterbrook Boulevard, Suite 300, Berwyn, Pennsylvania 19312, USA and, pursuant to Legislative Decree no. 196/2003, its representative in Italy for privacy purposes is A.P.I. Applicazioni Plastiche Industriali S.p.A. with its registered address at Via Dante Alighieri n. 27, 36065 Mussolente (VI) Italy.

The Grantee understands that Data will not be publicized, but it may be accessible by the Employer and its internal and external personnel in charge of processing of such Data and by the data processor (the "Processor"), if any. An updated list of Processors and other transferees of Data is available upon request from the Employer. Furthermore, Data may be transferred to

banks, other financial institutions, or brokers involved in the management and administration of the Plan. The Grantee understands that Data may also be transferred to the independent registered public accounting firm engaged by the Company. The Grantee further understands that the Company and/or any subsidiary will transfer Data among themselves as necessary for the purpose of implementing, administering and managing the Grantee's participation in the Plan, and that the Company and/or any subsidiary may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom the Grantee may elect to deposit any Stock acquired pursuant to the Award. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing the Grantee's participation in the Plan. The Grantee understands that these recipients may be acting as Controllers, Processors or persons in charge of processing, as the case may be, in accordance with local law and may be located in or outside the European Economic Area in countries such as in the United States that might not provide the same level of protection as intended under Italian data privacy laws. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.

The Grantee understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Grantee's consent thereto as the processing is necessary to performance of contractual obligations related to the implementation, administration and management of the Plan. The Grantee understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Grantee has the right to, including but not limited to, access, delete, update, correct, ask for rectification of Data or terminate, for legitimate reason, the Data processing. The Grantee also understands that he or she has the right to Data portability and to lodge a complaint with the Italian supervisory authority. The Grantee should contact the Employer in this regard.

Furthermore, the Grantee is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Grantee's human resources department.

Plan Document Acknowledgment . The Grantee further acknowledges that he or she has read and specifically and expressly approves the Data Privacy section above as well as the following sections of the Agreement Section 1 ("Grant of Restricted Stock Units"); Section 4 ("Vesting"); Section 5 ("Delivery of Stock"), Section 6 ("Forfeiture; Recovery of Compensation"); Section 7 ("Nontransferability"); Section 8 ("Responsibility for Taxes & Withholding"); Section 13

(“Imposition of Other Requirements”); Country Appendix (“English Language”; “Additional Acknowledgements”) and the “Data Privacy” provision included immediately above.

Notifications

Tax on Foreign Financial Assets. Individuals resident in Italy are subject to a tax on the value of financial assets held outside of Italy. The taxable amount will be the fair market value of the financial assets (including Stock) on December 31 or on the last day the Stock were held (the tax is levied in proportion to the number of days the shares were held during the calendar year). The tax is assessed as part of the annual tax return.

NETHERLANDS

Notifications

Securities Law Information. The Grantee should be aware of Dutch insider trading rules which may impact the sale of Stock issued to the Grantee upon settlement of the Restricted Stock Units. In particular, the Grantee may be prohibited from effectuating certain transactions if the Grantee has inside information about the Company. Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has “insider information” related to an issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. “Insider information” is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any employee of a Affiliate in the Netherlands who has inside information as described herein. Given the broad scope of the definition of inside information, certain employees working at the Company’s Affiliate in the Netherlands may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when they have such inside information. If the Grantee is uncertain whether the insider-trading rules apply to the Grantee, the Grantee should consult his personal legal advisor.

SINGAPORE

Notifications

Securities Law Information. The Restricted Stock Units are being granted pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”), under which it is exempt from the prospectus and registration requirements and is not made with a view to the underlying shares being subsequently offered for sale to any other part. The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Grantee should note that the Grantee’s Restricted Stock Units are subject to section 257 of the SFA and the Grantee should not make any subsequent sale in Singapore, or any offer of such subsequent sale of Stock unless such sale or offer in Singapore is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Chief Executive Officer and Director Notification . If the Grantee is the chief executive officer (“CEO”) or a director (including alternate director, substitute associate and shadow director) of a Singapore subsidiary, the Grantee must notify the Singapore subsidiary in writing within two (2) business days of (i) becoming the registered holder of or acquiring an interest (e.g., Restricted Stock Units, Stocks, etc.) in the Company or any of its subsidiary, or becoming the CEO, alternate director, substitute director or shadow director (as the case may be), whichever occurs last, or (ii) any change in a previously disclosed interest (e.g., sale of Stocks).

SPAIN

Notifications

Securities Law Information . No “offer of securities to the public,” within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the Plan or Restricted Stock Unit. The Plan, the Agreement (including this Appendix) and any other documents evidencing the grant of the Restricted Stock Units have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information . The acquisition, ownership and sale of Stock under the Plan must be declared for statistical purposes to the *Spanish Dirección General de Comercio e Inversiones* (the “*DGCI*”), the Bureau for Commerce and Investments, which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be made in January for Stock acquired or sold during (or owned as of December 31 of) the prior year. The Grantee may also be required to declare any securities accounts (including brokerage accounts held abroad) depending on the value of the transactions during the relevant year or the balances in such accounts as of December 31 of the relevant year.

When receiving foreign currency payments derived from the ownership of Stock (*i.e.* , dividends or sale proceeds) exceeding €50,000, the Grantee must inform the financial institution receiving the payment of the basis upon which such payment is made. The Grantee will need to provide the institution with the following information: (i) the Grantee’s name, address, and tax identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment; the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required. After such foreign currency payments are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. If reporting is required, the Grantee must file the report on form 720 by March 31 following the end of the relevant year.

The Grantee is solely responsible for complying with any exchange control or other reporting requirement that may apply to the Grantee as a result of participation in the Plan, the acquisition and/or sale of the Stock and/or the transfer of funds in connection with the award. The Grantee should consult his or her legal advisor to confirm the current reporting requirements when he or she acquires Stock, sells Stock and/or transfers any funds related to the Plan to Spain.

Terms and Conditions

Nature of Award. In accepting the grant of Restricted Stock Units, the Grantee acknowledges that he or she consents to participation in the Plan and has received a copy of the Plan.

The Grantee understands that the Company has unilaterally, gratuitously and discretionally decided to grant Restricted Stock Units under the Plan to individuals who may be employees of the Company or its Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis. Consequently, the Grantee understands that the Restricted Stock Units are granted on the assumption and condition that the Restricted Stock Units and the Stock acquired upon lapse of the restrictions relating to the Restricted Stock Units shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Grantee understands that this grant would not be made to the Grantee but for the assumptions and conditions referred to above; thus, the Grantee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of Restricted Stock Units shall be null and void.

SWITZERLAND

Notifications

Securities Law Information. The Restricted Stock Units are not intended to be publicly offered in or from Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations (ii) may be publicly distributed nor otherwise made publicly available in Switzerland or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Authority (FINMA).

TAIWAN

Notifications

Exchange Control Information. The Grantee may acquire and remit foreign currency (including proceeds from the sale of Stock) up to US\$5,000,000 per year without justification. If the transaction amount is TWD500,000 or more in a single transaction, the Grantee must submit a Foreign Exchange Transaction Form. If the transaction amount is US\$500,000 or more in a single transaction, the Grantee must also provide supporting documentation to the satisfaction of the remitting bank.

TURKEY

Notifications

Securities Law Information. Under Turkish law, the Grantee is not permitted to sell any Stock under the Plan in Turkey. The Stock is currently traded on the New York Stock Exchange (“NYSE”), under the ticker symbol “TSE” and the Stock may be sold through this exchange.

UNITED KINGDOM

Terms and Conditions

Tax Withholding and National Insurance Contributions Acknowledgement. Notwithstanding any provisions in the Agreement, the Grantee agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer, or by Her Majesty’s Revenue and Customs (“HMRC”) or any other tax authority or other relevant authority. The Grantee also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold, or have paid or will pay, to HMRC (or any other tax authority or other relevant authority) on the Grantee’s behalf.

Notwithstanding the foregoing, if the Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Grantee understands that he or she may not be able to indemnify the Company or the Grantee for the amount of any income tax not collected or paid by the Grantee because the indemnification could be considered a loan. In this case, the income tax not collected or paid may constitute a benefit to the Grantee on which additional income tax and national insurance contributions (“NICs”) may be payable. The Grantee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Grantee by any of the means referred to in Section 8 of the Agreement.

Exclusion of Claim. The Grantee acknowledges and agrees that the Grantee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Grantee’s ceasing to have rights under or to be entitled to the Restricted Stock Units, whether or not as a result of termination of Grantee’s Employment (whether the termination is in breach of contract or otherwise), or from the loss or diminution in value of the Restricted Stock Units. Upon the grant of the Restricted Stock Units, the Grantee shall be deemed to have waived irrevocably any such entitlement.

| | |
|--|---|
| Name: | ● |
| Number of Shares of Stock subject to Stock Option: | ● |
| Exercise Price Per Share: | ● |
| Date of Grant: | ● |

TRINSEO S.A.

2014 OMNIBUS INCENTIVE PLAN

NON-STATUTORY STOCK OPTION AGREEMENT

This agreement (this “Agreement”) evidences a stock option granted by Trinseo S.A. (the “Company”) to the undersigned (the “Optionee”) pursuant to and subject to the terms of the Trinseo S.A. 2014 Omnibus Incentive Plan (as amended from time to time, the “Plan”).

1. Grant of Stock Option. The Company grants to the Optionee on the date set forth above (the “Date of Grant”) an option (the “Stock Option”) to purchase, on the terms provided herein and in the Plan, up to the number of shares of Stock set forth above (the “Shares”) with an exercise price per Share as set forth above, in each case subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof.

The Stock Option evidenced by this Agreement is a non-statutory option (that is, an option that does not qualify as an incentive stock option under Section 422 of the Code) and is granted to the Optionee in connection with the Optionee’s employment by or service to the Company and its qualifying subsidiaries. For purposes of the immediately preceding sentence, “qualifying subsidiary” means a subsidiary of the Company as to which the Company has a “controlling interest” as described in Treas. Regs. §1.409A-1(b)(5)(iii)(E)(1).

The grant of the Stock Option is a one-time benefit and does not create any contractual or other right for the Optionee to receive a grant of stock options or benefits in lieu of stock options in the future.

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

3. Vesting; Method of Exercise; Treatment of the Stock Option Upon Termination of Employment.

(a) Vesting. As used herein with respect to the Stock Option or any portion thereof, the term “vest” means to become exercisable and the term “vested” as applied to any outstanding Stock Option (or any portion thereof) means that the Stock Option is then exercisable, subject in each case to the terms of the Plan. Unless earlier terminated, forfeited, relinquished or expired,

the Stock Option shall vest as to one-third (1/3) of the Shares subject to the Stock Option on each of the first, second and third anniversaries of the Date of Grant (each, a “vesting anniversary date” and the third anniversary of the Date of Grant, the “final vesting anniversary date”). The number of Shares that vest on any of the foregoing dates will be rounded down to the nearest whole Share, with the Stock Option becoming vested as to 100% of the Shares on the final vesting anniversary date. Notwithstanding the foregoing, Shares subject to the Stock Option shall not vest on any vesting anniversary date unless the Optionee has remained in continuous Employment from the Date of Grant through such vesting anniversary date.

- (b) Exercise of the Stock Option. No portion of the Stock Option may be exercised until such portion vests. Each election to exercise any vested portion of the Stock Option will be subject to the terms and conditions of the Plan and shall be in writing or by electronic notice, signed (including electronic signature in form acceptable to the Administrator) by the Optionee or a transferee (if permitted by the Administrator), if any (or in such other form as is acceptable to the Administrator). Each such exercise election must be received by the Company at its principal office or by such other party as the Administrator may prescribe and be accompanied by payment in full as provided in the Plan, including, for the avoidance of doubt to the extent required by Luxembourg law, the payment by the Optionee to the Company of an additional amount in cash equal to the aggregate par value of the shares of Stock to be delivered in respect of the portion of the Stock Option so exercised at the time of the exercise of the Stock Option. The exercise price may be paid (i) by cash or check acceptable to the Administrator, (ii) to the extent permitted by the Administrator, through a broker-assisted cashless exercise program acceptable to the Administrator, (iii) by such other means, if any, as may be acceptable to the Administrator, or (iv) by any combination of the foregoing permissible forms of payment. In the event that the Stock Option is exercised by a person other than the Optionee, the Company will be under no obligation to deliver Shares hereunder unless and until it is satisfied as to the authority of such person to exercise the Stock Option and compliance with applicable securities laws. The latest date on which the Stock Option or any portion thereof may be exercised will be the 9th anniversary of the Date of Grant (the “Final Exercise Date”); provided, however, if at such time the Optionee is prohibited by applicable law or written Company policy applicable to similarly situated employees from engaging in any open-market sales of Stock, the Final Exercise Date will be automatically extended to thirty (30) days following the date the Optionee is no longer prohibited from engaging in such open-market sales. If the Stock Option is not exercised by the Final Exercise Date, the Stock Option or any remaining portion thereof will thereupon immediately terminate.
- (c) Treatment of the Stock Option Upon Termination of Employment. Except as provided in clauses (i)-(iv) below and Section 3(d) of this Agreement, if

the Optionee's Employment terminates, the Stock Option, to the extent not already vested, will be immediately forfeited upon such termination. Following termination of the Optionee's Employment, any vested portion of the Stock Option that is then outstanding, including for the avoidance of doubt any portion of the Stock Option that vests as provided in clauses (ii)-(iv) below or Section 3(d) of this Agreement, will be treated as follows:

(i) General. Subject to clauses (ii) through (v) below and Sections 3(d) and 4 of this Agreement, the Stock Option, to the extent vested immediately prior to the termination of the Optionee's Employment, will remain exercisable until the earlier of (A) the date that is three months following the date of such termination of Employment, or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(c)(i) will thereupon immediately terminate.

(ii) Retirement. Subject to clause (v) below and Section 4 of this Agreement, if the Optionee's Employment terminates due to the Optionee's Retirement (as defined below), the Stock Option, to the extent then unvested, will not terminate and will remain outstanding and eligible to vest in accordance with the provisions of Section 3(a) hereof as if the Optionee had remained in continuous Employment through each vesting anniversary date. Any portion of the Stock Option that vests in accordance with this Section 3(c)(ii), together with the portion of the Stock Option, if any, that was vested as of immediately prior to the termination of the Optionee's Employment due to the Optionee's Retirement, will remain exercisable until the earlier of (A) five (5) years following the date of such termination of employment and, or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(c)(ii) will thereupon immediately terminate. For purposes hereunder, "Retirement" means a retirement from active Employment after the Optionee has attained age fifty-five (55) with at least ten (10) years of continuous service with the Company, or its predecessor entity, The Dow Chemical Company, or any of its subsidiaries, or as defined in the Optionee's employment or other agreement with the Company.

(iii) Death; Permanent Disability. Subject to clause (v) below and Section 4 of this Agreement, if the Optionee's Employment is terminated due to his or her death or by the Company due to his or her Permanent Disability, the Stock Option, to the extent then unvested, shall immediately vest as to all of the then unvested Shares. Any portion of the Stock Option that vests in accordance with this Section 3(c)(iii), together with the portion of the Stock Option, if any, that was vested as of immediately prior to the termination of the Optionee's Employment due to his or her death

or by the Company due to his or her Permanent Disability, will remain exercisable until the earlier of (A) the first anniversary of the Optionee's death or the first anniversary of the date the Optionee's Employment is terminated due to his or her Permanent Disability, as applicable or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(c)(iii) will thereupon immediately terminate.

(iv) By the Company Other than For Cause. Subject to clause (v) below and Sections 3(d) and 4 of this Agreement, if the Optionee's Employment is terminated by the Company other than for Cause in connection with a restructuring or redundancy, as determined by the Company, the Stock Option, to the extent then unvested, will not terminate and will remain outstanding and eligible to vest in accordance with the provisions of Section 3(a) hereof as if the Optionee had remained in continuous Employment with the Company through each vesting anniversary date. Any Stock Option that vests in accordance with this Section 3(c)(iv), together with the portion of the Stock Option, if any, that was vested as of immediately prior to the termination of the Optionee's Employment, will remain exercisable until the earlier of (A) the later of (i) three months following the date of such termination of employment and (ii) the date that is three months following the final vesting anniversary date or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(c) (iv) will thereupon immediately terminate.

(v) For Cause. If the Optionee's Employment is terminated by the Company or its subsidiaries in connection with an act or failure to act constituting Cause (as the Administrator, in its sole discretion, may determine), or such termination occurs in circumstances that in the determination of the Administrator would have entitled the Company or its subsidiaries to terminate the Optionee's Employment for Cause, the Stock Option (whether or not vested) will immediately terminate and be forfeited upon such termination.

- (d) Treatment of the Stock Option Following a Change in Control. If, within the twenty-four (24)-month period following the occurrence of a Change in Control (as defined below), the Optionee's Employment is terminated by the Company other than for Cause or, if the Optionee is otherwise subject to an effective employment or other individual agreement with the Company that provides the Optionee with the ability to terminate his or her employment for "good reason", by the Optionee for "good reason" (with such term having the meaning ascribed thereto in the employment or other individual agreement, if any, between the Optionee and the Company for so long as such agreement is in effect), upon such termination and in lieu of the treatment provided for in Section 3(c)(iv) above, the Stock Option, to

the extent then outstanding and unvested, shall immediately vest as to all of the then unvested Shares. Any Stock Option that vests in accordance with this Section 3(d), together with the portion of the Stock Option, if any, that was vested as of immediately prior to the termination of the Optionee's Employment, will remain exercisable until the earlier of (A) the date that is six months following the date of the Optionee's termination of Employment, or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(d) will thereupon immediately terminate.

(i) For purposes of this Agreement, "Change in Control" means the first to occur of any of the following events:

- (A) an event in which any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "1934 Act") (other than (I) the Company, (II) any subsidiary of the Company, (III) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or of any subsidiary of the Company, and (IV) any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company), is or becomes the "beneficial owner" (as defined in Section 13(d) of the 1934 Act), together with all affiliates and associates (as such terms are used in Rule 12b-2 of the General Rules and Regulations under the 1934 Act) of such person, directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company's then outstanding securities;
- (B) the consummation of the merger or consolidation of the Company with any other company, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation and (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) after which no "person" "beneficially owns" (with the determination of such "beneficial ownership" on the same basis as set forth in clause (A) of this definition) securities

of the Company or the surviving entity of such merger or consolidation representing 50% or more of the combined voting power of the securities of the Company or the surviving entity of such merger or consolidation; or

- (C) the complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company's assets.

4. Forfeiture; Recovery of Compensation.

- (a) The Administrator may cancel, rescind, withhold or otherwise limit or restrict the Stock Option at any time if the Optionee is not in compliance with all applicable provisions of this Agreement and the Plan.
- (b) By accepting the Stock Option, the Optionee expressly acknowledges and agrees that his or her rights, and those of any transferee permitted by the Administrator of the Stock Option, under the Stock Option, including to any Stock acquired under the Stock Option or proceeds from the disposition thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). Nothing in the preceding sentence shall be construed as limiting the general application of Section 8 of this Agreement.

5. Transfer of Stock Option. The Stock Option may not be transferred except as expressly permitted under Section 6(a)(3) of the Plan.

6. Responsibility for Taxes & Withholding. Regardless of any action the Company or any of its Affiliates takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee ("Tax-Related Items"), the Optionee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Optionee's responsibility and may exceed the amount actually withheld by the Company or any of its Affiliates. The Optionee further acknowledges that the Company and/or its Affiliates (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect to the Stock Option, including, but not limited to, the grant, vesting or exercise of the Stock Option, the transfer of Stock upon exercise of the Stock Option, the subsequent sale of Stock acquired pursuant to such transfer and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of any Award to reduce or eliminate Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Optionee becomes subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, the Optionee acknowledges that Company and/or its Affiliates may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Optionee will pay or make adequate arrangements satisfactory to the Company and/or its Affiliates to satisfy all Tax-Related Items. In this regard, the Optionee authorizes the Company

and/or its Affiliates, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from the Optionee's wages/salary or other cash compensation paid to the Optionee by the Company and/or its Affiliates; or

(ii) withholding from proceeds of the Stock acquired upon exercise of the Stock Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Optionee's behalf pursuant to this authorization); or

(iii) withholding in Stock to be transferred upon exercise of the Stock Option provided, however, that if the Optionee is a Section 16 officer of the Company under the U.S. Securities and Exchange Act of 1934, as amended, then the Company will withhold in shares of Stock upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (i) and (ii) above.

To avoid negative accounting treatment, the Company and/or its Affiliates may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Stock, for tax purposes, the Optionee is deemed to have been transferred the full number of shares of Stock attributable to the Stock Option at exercise, notwithstanding that a number of share are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Optionee's participation in the Plan.

The Optionee shall pay to the Company and/or its Affiliates any amount of Tax-Related Items that the Company and/or its Affiliates may be required to withhold or account for as a result of the Optionee's participation in the Plan that will not for any reason be satisfied by the means previously described. The Company may refuse to transfer the Stock or the proceeds of the sale of Stock if the Optionee fails to comply with the Optionee's obligations in connection with the Tax-Related Items.

By accepting this grant of Stock Option, the Optionee expressly consents to the methods of withholding Tax-Related Items by the Company and/or its Affiliates as set forth herein, including the withholding of Stock and the withholding from the Optionee's wages/salary or other amounts payable to the Optionee. All other Tax-Related Items related to the Stock Option and any Stock transferred in satisfaction thereof are the Optionee's sole responsibility.

7. Effect on Employment. Neither the grant of the Stock Option, nor the issuance of Shares upon exercise of the Stock Option, will give the Optionee any right to be retained in the employ or service of the Company or any of its Affiliates, affect the right of the Company or any of its Affiliates to discharge or discipline such Optionee at any time, or affect any right of such Optionee to terminate his or her Employment at any time.

8. Provisions of the Plan. This Agreement is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant has been furnished to the Optionee. By acceptance of the Stock Option, the Optionee agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall control.

9. Acknowledgements. The Optionee acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, (ii) this agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, shall constitute an original signature for all purposes hereunder and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Optionee.

10. Authorization to Release and Transfer Necessary Personal Information. The Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data by and among, as applicable, the Company and the Affiliates for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that the Company and the Affiliates may hold certain personal information about the Optionee including, but not limited to, the Optionee's name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Stock Options and/or Stock held and the details of all Stock Options or any other entitlement to Stock awarded, cancelled, vested, unvested or outstanding for the purpose of implementing, administering and managing the Optionee's participation in the Plan (the "Data"). The Optionee understands that the Data may be transferred to the Company or any of the Affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Optionee's country or elsewhere, and that any recipient's country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Optionee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of the Stock Option under the Plan or with whom Stock acquired pursuant to the exercise of the Stock Option or cash from the sale of such Stock may be deposited. Furthermore, the Optionee acknowledges and understands that the transfer of the Data to the Company or the Affiliates or to any third parties is necessary for his or her participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Optionee understands that he or she may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting his or her local human

resources representative in writing. The Optionee further acknowledges that withdrawal of consent may affect his or her ability to vest in, exercise or realize benefits from the Stock Option, and his or her ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

Finally, upon request of the Company or the Optionee's employer, the Optionee agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Optionee's employer) that the Company and/or the Optionee's employer may deem necessary to obtain from the Optionee for the purpose of administering the Optionee's participation in the Plan in compliance with the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands and agrees that the Optionee will not be able to participate in the Plan if the Optionee fails to provide any such consent or agreement requested by the Company and/or the Optionee's employer.

11. Electronic Delivery and Execution. The Optionee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, plan documents, prospectus and prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered under the Plan. The Optionee understands that, unless revoked by the Optionee by giving written notice to the Company pursuant to the Plan, this consent will be effective for the duration of the Agreement. The Optionee also understands that he or she will have the right at any time to request that the Company deliver written copies of any and all materials referred to above. The Optionee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agree that his or her electronic signature is the same as, and will have the same force and effect as, his or her manual signature. The Optionee consents and agrees that any such procedures and delivery may be affected by a third party engaged by the Company to provide administrative services related to the Plan.

12. Appendix. Notwithstanding any provision of the Agreement to the contrary, this Stock Option grant and the Stock acquired under the Plan shall be subject to any and all special terms and provisions as set forth in the Appendix, if any, for the Optionee's country of residence (and country of employment, if different).

13. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

[Signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer.

TRINSEO S.A.

By: _____
Name: Christopher D. Pappas
Title: President and Chief Executive Officer

Dated: [DATE]

Acknowledged and Agreed:

By _____
[Optionee's Name]

Signature Page to Non-Statutory Stock Option Agreement

COUNTRY APPENDIX
ADDITIONAL TERMS AND CONDITIONS TO NON-STATUTORY STOCK OPTION AGREEMENT

This Country Appendix (“Appendix”) includes the following additional terms and conditions that govern the Optionee’s Stock Option for all Optionees that reside and/or work outside of the United States. For purposes of this Appendix, “Employer” means, to the extent the Optionee is not directly employed by the Company, the Affiliate that employs the Optionee.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Optionee should be aware with respect to the Optionee’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **February 2018**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee does not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Optionee’s participation in the Plan, because the information may be out of date at the time that the Stock Option or portions thereof vest, or Stock is transferred upon exercise of the Stock Option, or the Optionee sells any Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Optionee’s particular situation, and none of the Company, its Affiliates, nor the Administrator is in a position to assure the Optionee of a particular result. Accordingly, the Optionee is advised to seek appropriate professional advice as to how the relevant laws in the Optionee’s country of residence and/or work may apply to the Optionee’s situation.

Finally, if the Optionee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Optionee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Optionee.

Terms and Conditions Applicable to All Non-U.S. Jurisdictions

English Language. The Optionee acknowledges and agrees that it is the Optionee’s express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the Stock Option, be drawn up in English. If the Optionee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Option translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws; Insider Trading. The Optionee agrees, as a condition of the grant of the Stock Option, to repatriate all payments attributable to the Stock Option and/or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of the Stock acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to the Optionee. The Company and the Administrator reserve the right to impose other requirements on the Optionee's participation in the Plan, on the Stock Option and on any Stock acquired or cash payments made pursuant to the Agreement, to the extent the Company, its Affiliates or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Further, the Optionee agrees to take any and all actions as may be required to comply with the Optionee's personal legal and tax obligations under all laws, rules and regulations applicable to the Optionee. Finally, depending on Optionee's or the Optionee's broker's country of residence or where the Stock are listed, Optionee may be subject to insider trading restrictions or market abuse laws, which may affect Optionee's ability to accept, acquire, sell or otherwise dispose of Stock, rights to Stock (e.g., stock options) or rights linked to the value of Stock (e.g., phantom awards, futures) during such times as Optionee is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Optionee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment or amendment of orders the Optionee placed before the Optionee possessed inside information. Furthermore, the Optionee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know") and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Optionee should keep in mind third parties includes fellow employees. Any restrictions under these insider trading or market abuse laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company, nor its Affiliates will be liable for any fines or penalties that Optionee may incur as a result of Optionee's failure to comply with any applicable laws. Optionee should be aware that securities, exchange control, insider trading and other laws may change frequently and often without notice. Optionee is hereby advised to confirm the legal obligations that may arise from Optionee's participation in the Plan with a qualified advisor.

Commercial Relationship. The Optionee expressly recognizes that the Optionee's participation in the Plan and the Company's Stock Option grant does not constitute an employment relationship between the Optionee and the Company. The Optionee has been granted a Stock Option as a consequence of the commercial relationship between the Company and the Employer, and the Employer is the Optionee's sole employer. Based on the foregoing, (a) the Optionee expressly recognizes the Plan and the benefits the Optionee may derive from participation in the Plan do not establish any rights between the Optionee and the Affiliate that employs the Optionee, (b) the Plan and the benefits the Optionee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Affiliate that employs the Optionee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Optionee's employment with the Affiliate that employs the Optionee.

Private Placement. The grant of the Stock Option is not intended to be a public offering of securities in the Optionee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Stock Option is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **OPTIONEE** also acknowledges and agrees to the following:

- The Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan.

All decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company.

- The future value of the Stock is unknown and cannot be predicted with certainty.
 - The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation or salary for any purpose and are not intended to replace any pension rights or compensation.
 - Optionee's participation in the Plan is voluntary.
 - No claim or entitlement to compensation or damages arises from the forfeiture of the Award on the Stock Option, the termination of the Plan, or the diminution in value of the Stock Option or Stock, and the Optionee irrevocably releases the Company, its Affiliates, the Administrator and their affiliates from any such claim that may arise.
 - The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.
 - Unless otherwise agreed with the Company in writing, the Award and the Stock subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service Optionee may provide as a director of the Company or its Affiliates.
 - Neither the Company nor its Affiliates shall be liable for any foreign exchange rate fluctuation between Optionee's local currency and the U.S. Dollar that may affect the value of the Stock Option or Stock or of any amounts due to Optionee pursuant to the settlement of the Stock Option or the subsequent sale of Stock acquired upon settlement.
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None of the Company, its Affiliates, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Optionee's participation in the Plan, the grant, vesting or settlement of the Optionee's Stock Option, or the Optionee's acquisition or sale of the Stock transferred upon exercise of the Stock Option. The Optionee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

BELGIUM

Notifications

Exchange Control Information. If Optionee is a Belgian resident, Optionee is required to report any taxable income attributable to the grant of the Stock Option on his or her annual tax return. In addition, the Optionee is required to report any securities (e.g., Stock) or bank accounts opened and maintained outside Belgium on his or her annual tax return. In a separate report, certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened) must be provided to the Central Contact Point of the National Bank of Belgium.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If the Optionee uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of the Stock acquired under the Plan, the bank will make the report for the Optionee. Optionee is responsible for satisfying any applicable reporting obligation.

HONG KONG

Terms and Conditions

Warning: *The Stock Option and any Stock transferred pursuant to the exercise of the Stock Option do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company and its Affiliates. The Agreement, the Plan, and any rules, procedures, forms or other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Stock Option and any related documentation are intended only for the personal use of each eligible employee of the Company or its Affiliates and may not be distributed to any other person. If the Optionee is in any doubt about any of the contents of the Agreement, the Plan, or any rules, procedures or forms, the Optionee should obtain independent professional advice.*

Exercise of Stock Option. In the event that the Stock Option is settled within six months of the Grant Date, the Optionee agrees that the Optionee (or his / her beneficiary) will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

Wages. The Stock Option and Shares underlying the Stock Option do not form part of the Optionee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

ITALY

Terms and Conditions

The following provision replaces Section 10 of the Agreement:

Data Privacy

Pursuant to Section 13 of the Legislative Decree no. 196/2003, the Optionee understands that his / her Employer, the Company and any subsidiary may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address, email address and telephone number, email address, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any subsidiary, details of the Award, or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor and will process such data for the exclusive purpose of implementing, managing and administering the Plan ("Data") and in compliance with applicable laws and regulations.

The Optionee also understands that providing the Company with Data is mandatory for compliance with local law and necessary for the performance of the Plan and this Agreement, which represents the legal basis for the collection, use, processing and transfer of the Data, and that the Optionee's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Optionee's ability to participate in the Plan. The Controller of personal data processing is Trinseo S.A. with its principal executive office address at 1000 Chesterbrook Boulevard, Suite 300, Berwyn, Pennsylvania 19312, USA and, pursuant to Legislative Decree no. 196/2003, its representative in Italy for privacy purposes is A.P.I. Applicazioni Plastiche Industriali S.p.A. with its registered address at Via Dante Alighieri n. 27, 36065 Mussolente (VI) Italy.

The Optionee understands that Data will not be publicized, but it may be accessible by the Employer and its internal and external personnel in charge of processing of such Data and by the data processor (the "Processor"), if any. An updated list of Processors and other transferees of Data is available upon request from the Employer. Furthermore, Data may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. The Optionee understands that Data may also be transferred to the independent registered public accounting firm engaged by the Company. The Optionee further understands that the Company and/or any subsidiary will transfer Data among themselves as necessary for

the purpose of implementing, administering and managing the Optionee's participation in the Plan, and that the Company and/or any subsidiary may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom the Optionee may elect to deposit any Stock acquired pursuant to the Award. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing the Optionee's participation in the Plan. The Optionee understands that these recipients may be acting as Controllers, Processors or persons in charge of processing, as the case may be, in accordance with local law and may be located in or outside the European Economic Area in countries such as in the United States that might not provide the same level of protection as intended under Italian data privacy laws. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.

The Optionee understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Optionee's consent thereto as the processing is necessary to performance of contractual obligations related to the implementation, administration and management of the Plan. The Optionee understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Optionee has the right to, including but not limited to, access, delete, update, correct, ask for rectification of Data or terminate, for legitimate reason, the Data processing. The Optionee also understands that he or she has the right to Data portability and to lodge a complaint with the Italian supervisory authority. The Optionee should contact the Employer in this regard.

Furthermore, the Optionee is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Optionee's human resources department.

Plan Document Acknowledgment. The Optionee further acknowledges that he or she has read and specifically and expressly approves the Data Privacy section above as well as the following sections of the Agreement Section 1 ("Grant of Stock Options"); Section 3 ("Vesting; Method of Exercise; Treatment of the Stock Option Upon Termination of Employment"); Section 4 ("Forfeiture; Recovery of Compensation"); Section 5 ("Transfer of Stock Option"); Section 6 ("Responsibility for Taxes & Withholding"); Section 11 ("Imposition of Other Requirements"); Country Appendix ("English Language"; "Additional Acknowledgements") and the "Data Privacy" provision included immediately above.

Notifications

Tax on Foreign Financial Assets. Individuals resident in Italy are subject to a tax on the value of financial assets held outside of Italy. The taxable amount will be the fair market value of the financial assets (including Stock) on December 31 or on the last day the Stock were held (the tax is levied in proportion to the number of days the shares were held during the calendar year). The tax is assessed as part of the annual tax return.

NETHERLANDS

Notifications

Securities Law Information. The Optionee should be aware of Dutch insider trading rules which may impact the sale of Stock issued to the Optionee upon exercise of the Stock Option. In particular, the Optionee may be prohibited from effectuating certain transactions if the Optionee has inside information about the Company. Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has “insider information” related to an issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. “Insider information” is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any employee of a Affiliate in the Netherlands who has inside information as described herein. Given the broad scope of the definition of inside information, certain employees working at the Company’s Affiliate in the Netherlands may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when they have such inside information. If the Optionee is uncertain whether the insider-trading rules apply to the Optionee, the Optionee should consult his personal legal advisor.

SWITZERLAND

Notifications

Securities Law Information. The Stock Option is not intended to be publicly offered in or from Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations (ii) may be publicly distributed nor otherwise made publicly available in Switzerland or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Authority (FINMA).

UNITED KINGDOM

Terms and Conditions

Tax Withholding and National Insurance Contributions Acknowledgement. Notwithstanding any provisions in the Agreement, the Optionee agrees that he or she is liable for all Tax-Related Items

and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer, or by Her Majesty's Revenue and Customs ("HMRC") or any other tax authority or other relevant authority. The Optionee also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold, or have paid or will pay, to HMRC (or any other tax authority or other relevant authority) on the Optionee's behalf.

Notwithstanding the foregoing, if the Optionee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Optionee understands that he or she may not be able to indemnify the Company or the Optionee for the amount of any income tax not collected or paid by the Optionee because the indemnification could be considered a loan. In this case, the income tax not collected or paid may constitute a benefit to the Optionee on which additional income tax and national insurance contributions ("NICs") may be payable. The Optionee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Optionee by any of the means referred to in Section 6 of the Agreement.

Exclusion of Claim. The Optionee acknowledges and agrees that the Optionee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Optionee's ceasing to have rights under or to be entitled to the Stock Options, whether or not as a result of termination of Optionee's Employment (whether the termination is in breach of contract or otherwise), or from the loss or diminution in value of the Stock Options. Upon the grant of the Stock Options, the Optionee shall be deemed to have waived irrevocably any such entitlement.

| | |
|--|---|
| Name: | • |
| Target Number of PSUs subject to Vesting and Performance Conditions: | • |
| Date of Grant: | • |

TRINSEO S.A.

2014 OMNIBUS INCENTIVE PLAN

PERFORMANCE AWARD STOCK UNIT AGREEMENT

This agreement (this “Agreement”) evidences an award (the “Award”) of restricted stock units subject to performance conditions (hereinafter referred to as Performance Award Stock Units or "PSUs") granted by Trinseo S.A. (the “Company”) to the undersigned (the “Grantee”) pursuant to the Trinseo S.A. 2014 Omnibus Incentive Plan (as amended from time to time, the “Plan”), which is incorporated herein by reference.

1. Grant of PSUs. On the date of grant set forth above (the “Grant Date”) the Company granted to the Grantee an award consisting of the right to receive, on the terms provided herein and in the Plan and the performance conditions specified in Schedule A, one share of Stock with respect to each PSU forming part of the Award, in each case, subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof.

The grant of the PSUs is a one-time benefit and does not create any contractual or other right for the Grantee to receive a grant of PSUs or benefits in lieu of PSUs in the future.

The Award shall not be interpreted to bestow upon the Grantee any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers shares of Stock to the Grantee (if any). The Grantee is not entitled to vote any shares of Stock by reason of the granting of this Award or to receive or be credited with any dividends declared and payable on any share of Stock prior to the date on which any such share is delivered to the Grantee hereunder. The Grantee shall have the rights of a shareholder only as to those shares of Stock, if any, that are delivered under this Award.

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

3. Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that shares of Stock are issued in settlement of vested PSUs, the Grantee will accrue dividend equivalents on the PSUs (ultimately settled after adjustment for actual performance) equal to any cash dividend or cash distribution that would have been paid on the PSU had that PSU been an issued and outstanding share of Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the PSU to which they relate (and will be payable with respect to any shares of Stock that are issued or that are

withheld pursuant to Section 9 in order to satisfy Grantee's Tax-Related Items), (ii) will be denominated and payable solely in cash and paid in such manner as the Company deems appropriate, and (iii) will not bear or accrue interest. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local and foreign income and social insurance withholding taxes as provided in Section 9. Upon the forfeiture of the PSUs, any accrued dividend equivalents attributable to such PSUs will also be forfeited.

4. Vesting, etc.

- (a) Except as otherwise provided in this section, both performance and service vesting requirements must be satisfied before the Grantee can vest in the PSUs. With certain exceptions noted below, the Grantee will vest in the PSUs under this Agreement only if the Grantee's Employment continues through the third anniversary of the Grant Date ("Service Vesting Date") and the Company achieves the performance targets specified in Schedule A. Except as provided in sections (b) and (c) below, if the Grantee's Employment with the Company terminates for any reason prior to the Service Vesting Date, the Award will be automatically and immediately forfeited upon such termination.
- (b) If the Grantee's Employment terminates due to his or her Retirement (as defined below) or death or is terminated by the Company due to his or her Permanent Disability, in each case, prior to the Service Vesting Date, the Award, to the extent then outstanding, will be treated as follows:
 - i. If the Grantee's Employment terminates as a result of the Grantee's Retirement (as defined below), upon such termination, the Grantee will be deemed to have met the service vesting requirements under this Award and will be eligible to receive a number of PSUs equal to (X) multiplied by (Y), where: (X) equals the number of PSUs to which the Grantee would be entitled based upon actual performance during the Valuation Period as described in the performance matrix set forth in Schedule A, and (Y) is the ratio, the numerator of which is the number of full months occurring between the Grant Date and the date of Grantee's Retirement, and the denominator of which is thirty-six (36). For purposes hereunder, "Retirement" means a retirement from active Employment after the Grantee has attained age 55 with at least 10 years of continuous service with the Company, or its predecessor entity, The Dow Chemical Company, or any of its subsidiaries, or as defined in the Grantee's employment or other agreement with the Company.
 - ii. If the Grantee's Employment is terminated due to his or her death or by the Company due to his or her Permanent Disability, upon such termination, the Grantee will be eligible to receive a number of PSUs equal to (X) multiplied by (Y), where: (X) equals the number of PSUs to which the Grantee would be entitled based upon a

Target Performance Level as described in the performance matrix set forth in Schedule A, and (Y) is the ratio, the numerator of which is the number of full months occurring between the Grant Date and the date of Grantee's death or date of termination due to Permanent Disability, and the denominator of which is thirty-six (36).

(c) If, within the twenty-four (24)-month period following the occurrence of a Change in Control (as defined below), the Grantee's Employment is terminated by the Company other than for Cause or, if the Grantee is otherwise subject to an effective employment or other individual agreement with the Company that provides the Grantee with the ability to terminate his or her employment for "good reason," by the Grantee for "good reason" (with such term having the meaning ascribed thereto in the employment or other individual agreement, if any, between the Grantee and the Company for so long as such agreement is in effect), upon such termination, the Award, to the extent then outstanding, and regardless of whether the award is to be settled in shares of another entity, will result in a truncated Valuation Period used to measure the performance criteria (to the extent measurable). The Valuation Period will be deemed to end on the effective date of the Change in Control and a determination of performance as provided in Schedule A will be made using the revised Valuation Period, though the amount determined for performance will at least equal a Target performance level for the truncated Valuation Period.

- i. For purposes of this Agreement, "Change in Control" means the first to occur of any of the following events:
 1. an event in which any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "1934 Act") (other than (A) the Company, (B) any subsidiary of the Company, (C) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or of any subsidiary of the Company, and (D) any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company), is or becomes the "beneficial owner" (as defined in Section 13(d) of the 1934 Act), together with all affiliates and associates (as such terms are used in Rule 12b-2 of the General Rules and Regulations under the 1934 Act) of such person, directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company's then outstanding securities;
 2. the consummation of the merger or consolidation of the Company with any other company, other than (i) a merger or consolidation which would result in the voting securities

of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation and (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) after which no “person” “beneficially owns” (with the determination of such “beneficial ownership” on the same basis as set forth in clause (1) of this definition) securities of the Company or the surviving entity of such merger or consolidation representing 50% or more of the combined voting power of the securities of the Company or the surviving entity of such merger or consolidation; or

3. the complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company’s assets.

Notwithstanding the foregoing, to the extent any amount constituting “nonqualified deferred compensation” subject to Section 409A would become payable under the Award by reason of a Change in Control, it shall become payable only if the event or circumstances constituting the Change in Control would also constitute a change in the ownership or effective control of the Company, or a change in the ownership of a substantial portion of the Company’s assets, within the meaning of subsection (a)(2)(A)(v) of Section 409A and the Treasury Regulations thereunder.

5. Delivery of Stock. Subject to Section 10(b), the Company shall, as soon as practicable following the vesting of the PSUs or any portion thereof as provided in Section 4(a), (b) or (c) of this Agreement (but in no event later than thirty (30) days following the date on which such PSUs, or any portion thereof, vest) effect delivery of the Stock with respect to such vested PSUs, or any portion thereof, to the Grantee (or, in the event of the Grantee’s death, to the Grantee’s beneficiary, which for purposes hereunder shall be (a) if permitted by the Administrator, the person(s) who has been designated by the Grantee in writing in a form and manner acceptable to the Administrator to receive the Award in the event of the Grantee’s death or (b) in the event no beneficiary designation has been made by the Grantee, the Grantee’s estate). No Stock will be issued pursuant to this Award unless and until the Compensation Committee completes the written certification set forth in Section 6 below and all legal requirements applicable to the issuance or transfer of such

Stock have been complied with to the satisfaction of the Administrator, including, the for the avoidance of doubt to the extent required by Luxembourg law, the payment by the Grantee to the Company of an amount in cash equal to the aggregate par value of the shares of Stock to be delivered in respect of the vested PSUs on, or within thirty (30) days of, the settlement of shares of Stock. The actual amount the Grantee will be required to pay will be determined at the time that the Award is settled with shares of Stock.

6. Section 162(m).

- (a) For Grantees who are Covered Employees under Section 162(m), this Award is intended to comply with the requirements of Section 162(m) and the provisions of this Award shall be interpreted and administered consistently with that intent. In that light, the following rules shall apply to the Award:
- i. The Compensation Committee (hereinafter, the "Committee"), or a sub-committee thereof, shall consist of two or more "outside directors" (as defined under Section 162(m)) that establish the performance targets and terms of this Agreement within 90 days of the commencement of the Valuation Period. The satisfaction of the performance targets for paying PSUs shall be substantially uncertain at the time they are established.
 - ii. The amount of PSUs that vest shall be computed under an objective formula and the Committee shall have no discretionary authority to increase the amount of the PSUs that vest or alter the methodology for calculating the PSUs that vest, except as permitted by Section 162(m) and the Plan.
 - iii. The maximum aggregate number of shares of Stock underlying the Awards of PSUs granted under the Plan to any one Grantee during any fiscal year of the Company cannot exceed 450,000 shares of Stock.
 - iv. Before any PSUs are paid to the Grantees, the Committee will certify, in writing, the Company's satisfaction of the pre-established performance target and the number of PSUs payable to the Grantee.
- (b) For Grantees who are not Covered Employees under Section 162(m), this Award is not intended to comply with the requirements of Section 162(m). Before an award is paid to the Grantee, the Committee will certify, in writing, the number of PSUs awarded to the Grantee, and the decision of the Committee shall be conclusive and binding.

7. Forfeiture; Recovery of Compensation. By accepting the Award the Grantee expressly acknowledges and agrees that his or her rights (and those of any permitted transferee) under the Award or to any Stock acquired under the Award or any proceeds from the disposition thereof, are subject to Section 6(a)(5) of the Plan (including any

successor provision). Nothing in the preceding sentence shall be construed as limiting the general application of Section 12 of this Agreement.

8. Nontransferability. Neither the Award nor the PSUs may be transferred except at death in accordance with Section 6(a)(3) of the Plan.

9. Responsibility for Taxes & Withholding. Regardless of any action the Company or any of its Affiliates takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its Affiliates. The Grantee further acknowledges that the Company and/or its Affiliates (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect to the PSUs, including, but not limited to, the grant, vesting or settlement of the PSUs, the issuance of Stock upon settlement of the PSUs, the subsequent sale of Stock acquired pursuant to such issuance and the receipt of any dividends and/or dividend equivalents; and (b) do not commit to and are under no obligation to structure the terms of any Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, the Grantee acknowledges that Company and/or its Affiliates may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Affiliates to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Affiliates, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from the Grantee's wages/salary or other cash compensation paid to the Grantee by the Company and/or its Affiliates; or

(ii) withholding from proceeds of the Stock acquired upon vesting/settlement of the PSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization); or

(iii) withholding in Stock to be issued upon vesting/settlement of the PSUs provided, however, that if the Grantee is a Section 16 officer of the Company under the U.S. Securities and Exchange Act of 1934, as amended, then the Company will withhold in shares of Stock upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (i) and (ii) above.

To avoid negative accounting treatment, the Company and/or its Affiliates may

withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Stock, for tax purposes, the Grantee is deemed to have been issued the full number of shares of Stock attributable to the vested PSUs, notwithstanding that a number of share are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

The Grantee shall pay to the Company and/or its Affiliates any amount of Tax-Related Items that the Company and/or its Affiliates may be required to withhold or account for as a result of the Grantee's participation in the Plan that will not for any reason be satisfied by the means previously described. The Company may refuse to issue or deliver the Stock or the proceeds of the sale of Stock if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

By accepting this grant of PSUs, the Grantee expressly consents to the methods of withholding Tax-Related Items by the Company and/or its Affiliates as set forth herein, including the withholding of Stock and the withholding from the Grantee's wages/salary or other amounts payable to the Grantee. All other Tax-Related Items related to the PSUs and any Stock delivered in satisfaction thereof are the Grantee's sole responsibility.

10. Other Tax Matters.

- (a) The Grantee expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Stock in the future, subject to the terms hereof, it is not possible to make a so-called "83(b) election" under U.S. federal tax laws with respect to the Award.
- (b) If, at the time of the Grantee's termination of employment, the Grantee is a "specified employee," as defined below, to the extent required by Section 409A, any and all amounts payable on account of the Grantee's separation from service that constitute deferred compensation and would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6) month period or, if earlier, upon the Grantee's death. For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as defined in Treasury Regulations section 1.409A-1(h) after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury Regulation section 1.409A-1(i). Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

11. Effect on Employment. Neither the grant of the PSUs, nor the delivery of Stock upon vesting of any portion thereof, will give the Grantee any right to be retained in the employ or service of the Company or any of its Affiliates, affect the right of the

Company or any of its Affiliates to discharge or discipline such Grantee at any time, or affect any right of such Grantee to terminate his or her Employment at any time.

12. Acknowledgements. By accepting the Award, the Grantee agrees to be bound by, and agrees that the Award and the PSUs are subject in all respects to, the terms of the Plan. The Grantee further acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, (ii) this agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, shall constitute an original signature for all purposes hereunder and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Grantee.

13. Authorization to Release and Transfer Necessary Personal Information. The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data by and among, as applicable, the Company and the Affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company and the Affiliates may hold certain personal information about the Grantee including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of PSUs and/or Stock held and the details of all PSUs or any other entitlement to Stock awarded, cancelled, vested, unvested or outstanding for the purpose of implementing, administering and managing the Grantee's participation in the Plan (the "Data"). The Grantee understands that the Data may be transferred to the Company or any of the Affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere, and that any recipient's country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of PSUs under the Plan or with whom Stock acquired pursuant to the vesting of the PSUs or cash from the sale of such Stock may be deposited. Furthermore, the Grantee acknowledges and understands that the transfer of the Data to the Company or the Affiliates or to any third parties is necessary for his or her participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Grantee understands that he or she may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting his or her local human resources representative in writing. The Grantee further acknowledges that withdrawal of consent may affect his or her ability to vest in or realize benefits from the PSUs, and his or her ability to participate

in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

Finally, upon request of the Company or the Grantee's employer, the Grantee agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Grantee's employer) that the Company and/or the Grantee's employer may deem necessary to obtain from the Grantee for the purpose of administering the Grantee's participation in the Plan in compliance with the data privacy laws in the Grantee's country, either now or in the future. The Grantee understands and agrees that the Grantee will not be able to participate in the Plan if the Grantee fails to provide any such consent or agreement requested by the Company and/or the Grantee's employer.

14. Electronic Delivery and Execution. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, plan documents, prospectus and prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered under the Plan. The Grantee understands that, unless revoked by the Grantee by giving written notice to the Company pursuant to the Plan, this consent will be effective for the duration of the Agreement. The Grantee also understands that he or she will have the right at any time to request that the Company deliver written copies of any and all materials referred to above. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agree that his or her electronic signature is the same as, and will have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be affected by a third party engaged by the Company to provide administrative services related to the Plan.

15. Appendix. Notwithstanding any provision of the Agreement to the contrary, this PSU grant and the Stock acquired under the Plan shall be subject to any and all special terms and provisions as set forth in the Appendix, if any, for the Grantee's country of residence (and country of employment, if different).

16. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer.

TRINSEO S.A.

By: _____
Name: Christopher D. Pappas
Title: President and Chief Executive Officer

Dated: [DATE]

Acknowledged and Agreed:

By _____
[Grantee's Name]

SCHEDULE A

The number of PSUs to which the Grantee will be entitled if the Grantee satisfies the applicable service requirements will be calculated by the Committee (or sub-committee thereof) based on the Company's "Relative Total Stockholder Return" (as defined below). Specifically, the Committee shall calculate the number of vested PSUs for the Grantee if the Grantee satisfies the applicable service requirements by multiplying the Grantee's Target Number of PSUs by the applicable percentage determined as set forth below based on the Company's Relative Total Stockholder Return results for the specified period. As noted in the Terms and Conditions to this Agreement, special rules apply under certain circumstances, such as death, Permanent Disability, Change in Control and Retirement.

The following table shall apply for calculating this Award:

Relative Total Stockholder Return Over the Performance Period

| Performance Level | Payout Level (% of Target) | Relative TSR Ranking |
|-------------------|----------------------------|-----------------------------|
| Maximum* | 200% | 75 th percentile |
| Target | 100% | 50 th percentile |
| Threshold | 50% | 25 th percentile |

The maximum percentage by which the Grantee's Target Number of PSUs is multiplied cannot exceed 200% and no PSUs shall vest unless the Company's Relative Total Stockholder Return performance for the specified period is equal to or greater than the level required to earn an award of 50% of the Grantee's Target Number of PSUs. Notwithstanding the above: (I) in the event that the Company's Total Stockholder Return during the Valuation Period is negative, the number of vested PSUs due to the Grantee cannot exceed the Grantee's Target Number of PSUs, and (II) the fair market value of the shares of Stock due to be delivered to the Grantee following the vesting of the PSUs (determined on the certification date of the Award) shall not exceed 300% of the fair market value of the share of Stock attributable to the Grantee's Target Number of PSUs (determined as of the Grant Date).

If the Company's Relative Total Stockholder Return performance falls between designated levels of performance set forth in the above table, the percentage by which the Grantee's Target Number of PSUs is multiplied will be calculated by linear interpolation.

Relative Total Stockholder Return shall mean the percentile ranking of the Company's Total Stockholder Return (as defined below) measured relative to each company in the Comparator Group's Comparator Total Stockholder Return (as defined below) during the period from Date of Grant to the Service Vesting Date (the "Valuation Period"). The Comparator Group shall consist of a customized peer group of companies that are headquartered in the United States, have shares traded on a major U.S. stock exchange and have a market capitalization exceeding \$500 million

dollars (determined during the thirty (30) trading days following the start of the performance period). The Comparator Group companies are set forth on the next page.

The percentile ranking of the Company's Relative Total Stockholder Return shall be that fraction which is calculated by dividing the number of companies in the Comparator Group whose Comparator Total Stockholder Return performance is exceeded by the Company (based on the Total Stockholder Return) by the total number of companies in the Comparator Group.

Except as noted in this Schedule A, no adjustments for Extraordinary Items shall be made when calculating Relative Total Stockholder Return.

Total Stockholder Return shall mean the percentage rate of growth during the Valuation Period of an investment of \$1,000 in shares of Stock on the first day of the Valuation Period, assuming reinvestment of all dividends paid during the Valuation Period and adjusted in an equitable manner for any material stock splits, reverse stock splits or similar transactions.

Comparator Total Stockholder Return for an applicable company in the Comparator Group shall mean the percentage rate of growth during the Valuation Period of an investment of \$1,000 in shares of the common stock of the applicable company in the Comparator Group on the first day of the Valuation Period, assuming reinvestment of all dividends paid during the Valuation Period and adjusted in an equitable manner for any material stock splits, reverse stock splits or similar transactions.

Total Stockholder Return for the Company or any applicable company in the Comparator Group shall be measured based on the average fair market value ("FMV") of the applicable share of stock for the thirty (30) trading days following the commencement of the Performance Period as compared to the average FMV of the same shares for the last thirty (30) trading days prior to the Service Vesting Date. The FMV of the Company's Stock or of a share of the common stock of a company in the Comparator Group shall mean the closing price of a share of that stock on the New York Stock Exchange or other national stock exchange on which that stock is actively traded for that date as reported in the Wall Street Journal, Eastern Edition or such other standard reference service as the Committee may select.

Performance Peer Group Constituents

| Performance Peer | Stock Ticker | Performance Peer | Stock Ticker |
|---|---------------------|---|---------------------|
| A. Schulman, Inc. | NasdaqGS:SHLM | Kronos Worldwide, Inc. | NYSE:KRO |
| AdvanSix Inc. | NYSE:ASIX | LyondellBasell Industries N.V. | NYSE:LYB |
| Air Products and Chemicals, Inc. | NYSE:APD | Minerals Technologies Inc. | NYSE:MTX |
| Albemarle Corporation | NYSE:ALB | Monsanto Company | NYSE:MON |
| Ashland Global Holdings Inc. | NYSE:ASH | NewMarket Corporation | NYSE:NEU |
| Axalta Coating Systems Ltd. | NYSE:AXTA | Olin Corporation | NYSE:OLN |
| Balchem Corporation | NasdaqGS:BCPC | Platform Specialty Products Corporation | NYSE:PAH |
| Cabot Corporation | NYSE:CBT | PolyOne Corporation | NYSE:POL |
| Calgon Carbon Corporation | NYSE:CCC | PPG Industries, Inc. | NYSE:PPG |
| Celanese Corporation | NYSE:CE | Praxair, Inc. | NYSE:PX |
| CF Industries Holdings, Inc. | NYSE:CF | Quaker Chemical Corporation | NYSE:KWR |
| Chase Corporation | AMEX:CCF | Rayonier Advanced Materials Inc. | NYSE:RYAM |
| Ciner Resources LP | NYSE:CINR | RPM International Inc. | NYSE:RPM |
| CVR Partners, LP | NYSE:UAN | Sensient Technologies Corporation | NYSE:SXT |
| Eastman Chemical Company | NYSE:EMN | Stepan Company | NYSE:SCL |
| Ecolab Inc. | NYSE:ECL | Terra Nitrogen Company, L.P. | NYSE:TNH |
| Ferro Corporation | NYSE:FOE | The Chemours Company | NYSE:CC |
| Flotek Industries, Inc. | NYSE:FTK | The Mosaic Company | NYSE:MOS |
| FMC Corporation | NYSE:FMC | The Scotts Miracle-Gro Company | NYSE:SMG |
| GCP Applied Technologies Inc. | NYSE:GCP | The Sherwin-Williams Company | NYSE:SHW |
| H.B. Fuller Company | NYSE:FUL | Tredegar Corporation | NYSE:TG |
| Huntsman Corporation | NYSE:HUN | Tronox Limited | NYSE:TROX |
| Ingevity Corporation | NYSE:NGVT | Valhi, Inc. | NYSE:VHI |
| Innophos Holdings, Inc. | NasdaqGS:IPHS | Valvoline Inc. | NYSE:VVV |
| Innospec Inc. | NasdaqGS:IOSP | W. R. Grace & Co. | NYSE:GRA |
| International Flavors & Fragrances Inc. | NYSE:IFF | Westlake Chemical Corporation | NYSE:WLK |
| Koppers Holdings Inc. | NYSE:KOP | Westlake Chemical Partners LP | NYSE:WLKP |
| Kraton Corporation | NYSE:KRA | | |

**COUNTRY APPENDIX
ADDITIONAL TERMS AND CONDITIONS TO
PERFORMANCE AWARD STOCK UNIT AGREEMENT**

This Country Appendix (“Appendix”) includes the following additional terms and conditions that govern the Grantee’s PSU Award for all Grantees that reside and/or work outside of the United States.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to the Grantee’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **February 2018**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Grantee’s participation in the Plan because the information may be out of date at the time that the PSUs vest, or Stock is delivered in settlement of the PSUs, or the Grantee sells any Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee’s particular situation, and none of the Company, its Affiliates, nor the Administrator is in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in the Grantee’s country of residence and/or work may apply to the Grantee’s situation.

Finally, if the Grantee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Grantee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Grantee.

Terms and Conditions Applicable to All Non-U.S. Jurisdictions

English Language. The Grantee acknowledges and agrees that it is the Grantee’s express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the PSU Award, be drawn up in English. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the PSU Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws; Insider Trading. The Grantee agrees, as a condition of the grant of the PSU Award, to repatriate all payments attributable to the Award and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents, and any proceeds derived from the sale of the Stock acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to Grantee. The Company and the Administrator reserve the right to impose other requirements on Grantee’s participation in the Plan, on the PSUs and on any Stock acquired or cash payments made pursuant to the Agreement, to the extent the

Company, its Affiliates or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Further, the Grantee agrees to take any and all actions as may be required to comply with Grantee's personal legal and tax obligations under all laws, rules and regulations applicable to the Grantee. Finally, depending on Grantee's or the Grantee's broker's country of residence or where the Stock is listed, Grantee may be subject to insider trading restrictions or market abuse laws, which may affect Grantee's ability to accept, acquire, sell or otherwise dispose of Stock, rights to Stock (e.g., PSUs) or rights linked to the value of Stock (e.g., phantom awards, futures) during such times as Grantee is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Grantee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know") and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Grantee should keep in mind third parties includes fellow employees. Any restrictions under these insider trading or market abuse laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company, nor its Affiliates will be liable for any fines or penalties that Grantee may incur as a result of Grantee's failure to comply with any applicable laws. Grantee should be aware that securities, exchange control, insider trading and other laws may change frequently and often without notice. Grantee is hereby advised to confirm the legal obligations that may arise from Grantee's participation in the Plan with a qualified advisor.

Commercial Relationship. The Grantee expressly recognizes that the Grantee's participation in the Plan and the Company's Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted PSUs as a consequence of the commercial relationship between the Company and the Employer, and the Employer is the Grantee's sole employer. Based on the foregoing, (a) the Grantee expressly recognizes the Plan and the benefits the Grantee may derive from participation in the Plan do not establish any rights between the Grantee and the Affiliate that employs the Grantee, (b) the Plan and the benefits the Grantee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Affiliate that employs the Grantee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Affiliate that employs the Grantee.

Private Placement. The grant of the Award is not intended to be a public offering of securities in the Grantee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the PSU Award is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **GRANTEE** also acknowledges and agrees to the following:

- The Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.
 - All decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company.
 - The future value of the Stock is unknown and cannot be predicted with certainty.
 - The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation or salary for any purpose and are not intended to replace any pension rights or compensation.
 - Grantee's participation in the Plan is voluntary.
 - No claim or entitlement to compensation or damages arises from the forfeiture of the Award or any of the PSUs, the termination of the Plan, or the diminution in value of the PSUs or Stock, and the Grantee irrevocably releases the Company, its Affiliates, the Administrator and their affiliates from any such claim that may arise.
 - The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.
 - Unless otherwise agreed with the Company in writing, the Award and the Stock subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service Grantee may provide as a director of the Company or its Affiliates.
 - Neither the Company nor its Affiliates shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the U.S. Dollar that may affect the value of the PSUs or of any amounts due to Grantee pursuant to the settlement of the PSUs or the subsequent sale of any Stock acquired upon settlement.
 - None of the Company, its Affiliates, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Grantee's participation in the Plan, the grant, vesting or settlement of the Grantee's PSUs, or the Grantee's acquisition or sale of the Stock delivered in settlement of the PSUs. The Grantee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.
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SWITZERLAND

Notifications

Securities Law Information. The PSUs are not intended to be publicly offered in or from Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations (ii) may be publicly distributed nor otherwise made publicly available in Switzerland or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Authority (FINMA).

UNITED KINGDOM

Terms and Conditions

Tax Withholding and National Insurance Contributions Acknowledgement. Notwithstanding any provisions in the Agreement, the Grantee agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer, or by Her Majesty's Revenue and Customs ("HMRC") or any other tax authority or other relevant authority. The Grantee also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold, or have paid or will pay, to HMRC (or any other tax authority or other relevant authority) on the Grantee's behalf.

Notwithstanding the foregoing, if the Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Grantee understands that he or she may not be able to indemnify the Company or the Grantee for the amount of any income tax not collected or paid by the Grantee because the indemnification could be considered a loan. In this case, the income tax not collected or paid may constitute a benefit to the Grantee on which additional income tax and national insurance contributions ("NICs") may be payable. The Grantee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Grantee by any of the means referred to in Section 8 of the Agreement.

Exclusion of Claim. The Grantee acknowledges and agrees that the Grantee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Grantee's ceasing to have rights under or to be entitled to the PSUs, whether or not as a result of termination of Grantee's Employment (whether the termination is in breach of contract or otherwise), or from the loss or diminution in value of the PSUs. Upon the grant of the PSUs, the Grantee shall be deemed to have waived irrevocably any such entitlement.

| | |
|--|---|
| Name: | ● |
| Number of Restricted Stock Units subject to Award: | ● |
| Date of Grant: | ● |

TRINSEO S.A.

2014 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

This agreement (this “ Agreement ”) evidences an award (the “ Award ”) of restricted stock units (the “ Restricted Stock Units ”) granted by Trinseo S.A. (the “ Company ”) to the undersigned (the “ Grantee ”) pursuant to the Trinseo S.A. 2014 Omnibus Incentive Plan (as amended from time to time, the “ Plan ”), which is incorporated herein by reference.

1. Grant of Restricted Stock Units. On the date of grant set forth above (the “ Grant Date ”) the Company granted to the Grantee an award consisting of the right to receive, on the terms provided herein and in the Plan, one share of Stock with respect to each Restricted Stock Unit forming part of the Award, in each case, subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof.

The grant of the Restricted Stock Units is a one-time benefit and does not create any contractual or other right for the Grantee to receive a grant of restricted stock units or benefits in lieu of restricted stock units in the future.

The Award shall not be interpreted to bestow upon the Grantee any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers shares of Stock to the Grantee (if any). The Grantee is not entitled to vote any shares of Stock by reason of the granting of this Award or to receive or be credited with any dividends declared and payable on any share of Stock prior to the date on which any such share is delivered to the Grantee hereunder. The Grantee shall have the rights of a shareholder only as to those shares of Stock, if any, that are delivered under this Award.

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

3. Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that shares of Stock are issued in settlement of vested Restricted Stock Units, the Grantee will accrue dividend equivalents on the Restricted Stock Units equal to any cash dividend or cash distribution that would have been paid on the Restricted Stock Unit had that Restricted Stock Unit been an issued and outstanding share of Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Restricted Stock Unit to which they relate (and will be payable with respect to any shares of Stock that are issued or that are withheld pursuant to Section 8 in order to satisfy Grantee’s Tax-Related Items), (ii) will be denominated and payable solely in cash and paid in such manner as the Company deems appropriate, and (iii) will not bear or accrue interest. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local

and foreign income and social insurance withholding taxes as provided in Section 8. Upon the forfeiture of the Restricted Stock Units, any accrued dividend equivalents attributable to such Restricted Stock Units will also be forfeited.

4. Vesting, etc.

- (a) The Award shall vest in full as to 100% of the Restricted Stock Units subject to the Award on the third anniversary of the Grant Date (“Vesting Date”), subject to the Grantee’s continued Employment with the Company through such date. Except as provided in sections (b) and (c) below, if the Grantee’s Employment with the Company terminates for any reason prior to the Vesting Date, the Award will be automatically and immediately forfeited upon such termination.
- (b) If the Grantee’s Employment terminates due to his or her Retirement (as defined below) or death or is terminated by the Company other than for Cause or due to his or her Permanent Disability, in each case, prior to the Vesting Date, the Award, to the extent then outstanding, will be treated as follows:
 - i. If the Grantee’s Employment terminates as a result of the Grantee’s Retirement (as defined below), upon such termination the Award will vest in an amount equal to (A) the total number of Restricted Stock Units subject to the Award that the Grantee would have vested in had the Grantee remained in continuous Employment through the Vesting Date, multiplied by (B) a fraction, the numerator of which is the number of full months occurring between the Grant Date and the date of Grantee’s Retirement, and the denominator of which is thirty-six (36). For purposes hereunder, “Retirement” means a retirement from active Employment after the Grantee has attained age 55 with at least 10 years of continuous service with the Company, or its predecessor entity, The Dow Chemical Company, or any of its subsidiaries, or as defined in the Grantee's employment or other agreement with the Company.
 - ii. If the Grantee’s Employment is terminated due to his or her death or by the Company due to his or her Permanent Disability, upon such termination, the Award will immediately vest in full as to the total number of Restricted Stock Units subject to the Award.
 - iii. If the Grantee’s Employment is terminated by the Company other than for Cause in connection with a restructuring or redundancy, as determined by the Company, upon such termination, the Award will vest in an amount equal to (A) the total number of Restricted Stock Units subject to the Award that the Grantee would have vested in had the Grantee remained in continuous Employment through the Vesting Date, multiplied by (B) a fraction, the numerator of which

is the number of full months occurring between the Grant Date and the Grantee's date of Employment termination, and the denominator of which is thirty-six (36).

- (c) If, within the twenty-four (24)-month period following the occurrence of a Change in Control (as defined below), the Grantee's Employment is terminated by the Company other than for Cause, upon such termination and in lieu of the treatment provided for in Section 4(b)(iii) above, the Award, to the extent then outstanding, will immediately vest in full as to the total number of Restricted Stock Units subject to the Award.
- i. For purposes of this Agreement, "Change in Control" means the first to occur of any of the following events:
1. an event in which any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "1934 Act") (other than (A) the Company, (B) any subsidiary of the Company, (C) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or of any subsidiary of the Company, and (D) any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company), is or becomes the "beneficial owner" (as defined in Section 13(d) of the 1934 Act), together with all affiliates and associates (as such terms are used in Rule 12b-2 of the General Rules and Regulations under the 1934 Act) of such person, directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company's then outstanding securities;
 2. the consummation of the merger or consolidation of the Company with any other company, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation and (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) after which no "person" "beneficially owns" (with the determination of such "beneficial ownership" on the same

basis as set forth in clause (1) of this definition) securities of the Company or the surviving entity of such merger or consolidation representing 50% or more of the combined voting power of the securities of the Company or the surviving entity of such merger or consolidation; or

3. the complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company's assets.

Notwithstanding the foregoing, to the extent any amount constituting "nonqualified deferred compensation" subject to Section 409A would become payable under the Award by reason of a Change in Control, it shall become payable only if the event or circumstances constituting the Change in Control would also constitute a change in the ownership or effective control of the Company, or a change in the ownership of a substantial portion of the Company's assets, within the meaning of subsection (a)(2)(A)(v) of Section 409A and the Treasury Regulations thereunder.

5. Delivery of Stock. Subject to Section 9(b), the Company shall, as soon as practicable upon the vesting of the Restricted Stock Units or any portion thereof as provided in Section 4(a), (b) or (c) of this Agreement (but in no event later than thirty (30) days following the date on which such Restricted Stock Units, or any portion thereof, vest) effect delivery of the Stock with respect to such vested Restricted Stock Units, or any portion thereof, to the Grantee (or, in the event of the Grantee's death, to the Grantee's beneficiary, which for purposes hereunder shall be (a) if permitted by the Administrator, the person(s) who has been designated by the Grantee in writing in a form and manner acceptable to the Administrator to receive the Award in the event of the Grantee's death or (b) in the event no beneficiary designation has been made by the Grantee, the Grantee's estate). No Stock will be issued pursuant to this Award unless and until all legal requirements applicable to the issuance or transfer of such Stock have been complied with to the satisfaction of the Administrator, including, for the avoidance of doubt to the extent required by Luxembourg law, the payment by the Grantee to the Company of an amount in cash equal to the aggregate par value of the shares of Stock to be delivered in respect of the vested Restricted Stock Units on, or within thirty (30) days of, the vesting of the Restricted Stock Units. The actual amount the Grantee will be required to pay will be determined at the time that the Award vests based on the par value of the Company's Stock on the Vesting Date.

6. Forfeiture; Recovery of Compensation. By accepting the Award the Grantee expressly acknowledges and agrees that his or her rights (and those of any permitted transferee) under the Award or to any Stock acquired under the Award or any proceeds from the disposition thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). Nothing in the preceding sentence shall be construed as limiting the general application of Section 11 of this Agreement.

7. Nontransferability. Neither the Award nor the Restricted Stock Units may be transferred except at death in accordance with Section 6(a)(3) of the Plan.

8. Responsibility for Taxes & Withholding. Regardless of any action the Company or any of its Affiliates takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its Affiliates. The Grantee further acknowledges that the Company and/or its Affiliates (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect to the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the issuance of Stock upon settlement of the Restricted Stock Units, the subsequent sale of Stock acquired pursuant to such issuance and the receipt of any dividends and/or dividend equivalents; and (b) do not commit to and are under no obligation to structure the terms of any Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, the Grantee acknowledges that Company and/or its Affiliates may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Affiliates to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Affiliates, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from the Grantee's wages/salary or other cash compensation paid to the Grantee by the Company and/or its Affiliates; or

(ii) withholding from proceeds of the Stock acquired upon vesting/settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization); or

(iii) withholding in Stock to be issued upon vesting/settlement of the Restricted Stock Units provided, however, that if the Grantee is a Section 16 officer of the Company under the U.S. Securities and Exchange Act of 1934, as amended, then the Company will withhold in shares of Stock upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (i) and (ii) above.

To avoid negative accounting treatment, the Company and/or its Affiliates may withhold or account for Tax-Related Items by considering applicable minimum statutory

withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Stock, for tax purposes, the Grantee is deemed to have been issued the full number of shares of Stock attributable to the vested Restricted Stock Units, notwithstanding that a number of share are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

The Grantee shall pay to the Company and/or its Affiliates any amount of Tax-Related Items that the Company and/or its Affiliates may be required to withhold or account for as a result of the Grantee's participation in the Plan that will not for any reason be satisfied by the means previously described. The Company may refuse to issue or deliver the Stock or the proceeds of the sale of Stock if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

By accepting this grant of Restricted Stock Units, the Grantee expressly consents to the methods of withholding Tax-Related Items by the Company and/or its Affiliates as set forth herein, including the withholding of Stock and the withholding from the Grantee's wages/salary or other amounts payable to the Grantee. All other Tax-Related Items related to the Restricted Stock Units and any Stock delivered in satisfaction thereof are the Grantee's sole responsibility.

9. Other Tax Matters.

- (a) The Grantee expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Stock in the future, subject to the terms hereof, it is not possible to make a so-called "83(b) election" under U.S. federal tax laws with respect to the Award.
- (b) If, at the time of the Grantee's termination of employment, the Grantee is a "specified employee," as defined below, to the extent required by Section 409A, any and all amounts payable on account of the Grantee's separation from service that constitute deferred compensation and would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6) month period or, if earlier, upon the Grantee's death. For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as defined in Treasury Regulations section 1.409A-1(h) after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury Regulation section 1.409A-1(i). Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

10. Effect on Employment. Neither the grant of the Restricted Stock Units, nor the delivery of Stock upon vesting of any portion thereof, will give the Grantee any right

to be retained in the employ or service of the Company or any of its Affiliates, affect the right of the Company or any of its Affiliates to discharge or discipline such Grantee at any time, or affect any right of such Grantee to terminate his or her Employment at any time.

11. Acknowledgements. By accepting the Award, the Grantee agrees to be bound by, and agrees that the Award and the Restricted Stock Units are subject in all respects to, the terms of the Plan. The Grantee further acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, (ii) this agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, shall constitute an original signature for all purposes hereunder and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Grantee.

12. Authorization to Release and Transfer Necessary Personal Information. The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data by and among, as applicable, the Company and the Affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company and the Affiliates may hold certain personal information about the Grantee including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Restricted Stock Units and/or Stock held and the details of all Restricted Stock Units or any other entitlement to Stock awarded, cancelled, vested, unvested or outstanding for the purpose of implementing, administering and managing the Grantee's participation in the Plan (the "Data"). The Grantee understands that the Data may be transferred to the Company or any of the Affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere, and that any recipient's country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of Restricted Stock Units under the Plan or with whom Stock acquired pursuant to the vesting of the Restricted Stock Units or cash from the sale of such Stock may be deposited. Furthermore, the Grantee acknowledges and understands that the transfer of the Data to the Company or the Affiliates or to any third parties is necessary for his or her participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Grantee understands that he or she may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting his or her local human resources representative in writing. The Grantee further acknowledges that

withdrawal of consent may affect his or her ability to vest in or realize benefits from the Restricted Stock Units, and his or her ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

Finally, upon request of the Company or the Grantee's employer, the Grantee agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Grantee's employer) that the Company and/or the Grantee's employer may deem necessary to obtain from the Grantee for the purpose of administering the Grantee's participation in the Plan in compliance with the data privacy laws in the Grantee's country, either now or in the future. The Grantee understands and agrees that the Grantee will not be able to participate in the Plan if the Grantee fails to provide any such consent or agreement requested by the Company and/or the Grantee's employer.

13. Electronic Delivery and Execution. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, plan documents, prospectus and prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered under the Plan. The Grantee understands that, unless revoked by the Grantee by giving written notice to the Company pursuant to the Plan, this consent will be effective for the duration of the Agreement. The Grantee also understands that he or she will have the right at any time to request that the Company deliver written copies of any and all materials referred to above. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agree that his or her electronic signature is the same as, and will have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be affected by a third party engaged by the Company to provide administrative services related to the Plan.

14. Appendix. Notwithstanding any provision of the Agreement to the contrary, this Restricted Stock Unit grant and the Stock acquired under the Plan shall be subject to any and all special terms and provisions as set forth in the Appendix, if any, for the Grantee's country of residence (and country of employment, if different).

15. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer.

TRINSEO S.A.

By: _____
Name: Christopher D. Pappas
Title: President and Chief Executive Officer

Dated: [DATE]

Acknowledged and Agreed:

By _____
[Grantee's Name]

Signature Page to Restricted Stock Unit Agreement

COUNTRY APPENDIX

ADDITIONAL TERMS AND CONDITIONS TO RESTRICTED STOCK UNIT AGREEMENT

This Country Appendix (“Appendix”) includes the following additional terms and conditions that govern the Grantee’s Restricted Stock Unit Award for all Grantees that reside and/or work outside of the United States.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to the Grantee’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **February 2018**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Grantee’s participation in the Plan because the information may be out of date at the time that the Restricted Stock Units vest, or Stock is delivered in settlement of the Restricted Stock Units, or the Grantee sells any Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee’s particular situation, and none of the Company, its Affiliates, nor the Administrator is in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in the Grantee’s country of residence and/or work may apply to the Grantee’s situation.

Finally, if the Grantee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Grantee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Grantee.

Terms and Conditions Applicable to All Non-U.S. Jurisdictions

English Language. The Grantee acknowledges and agrees that it is the Grantee’s express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the Restricted Stock Unit Award, be drawn up in English. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Restricted Stock Unit Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws; Insider Trading. The Grantee agrees, as a condition of the grant of the Restricted Stock Unit Award, to repatriate all payments attributable to the Award and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents, and any proceeds derived from the sale of the Stock acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to Grantee. The Company and the Administrator reserve the right to impose other requirements on Grantee’s participation in

the Plan, on the Restricted Stock Units and on any Stock acquired or cash payments made pursuant to the Agreement, to the extent the Company, its Affiliates or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Further, the Grantee agrees to take any and all actions as may be required to comply with Grantee's personal legal and tax obligations under all laws, rules and regulations applicable to the Grantee. Finally, depending on Grantee's or the Grantee's broker's country of residence or where the Stock is listed, Grantee may be subject to insider trading restrictions or market abuse laws, which may affect Grantee's ability to accept, acquire, sell or otherwise dispose of Stock, rights to Stock (e.g., restricted stock units) or rights linked to the value of Stock (e.g., phantom awards, futures) during such times as Grantee is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Grantee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know") and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Grantee should keep in mind third parties includes fellow employees. Any restrictions under these insider trading or market abuse laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company, nor its Affiliates will be liable for any fines or penalties that Grantee may incur as a result of Grantee's failure to comply with any applicable laws. Grantee should be aware that securities, exchange control, insider trading and other laws may change frequently and often without notice. Grantee is hereby advised to confirm the legal obligations that may arise from Grantee's participation in the Plan with a qualified advisor.

Commercial Relationship. The Grantee expressly recognizes that the Grantee's participation in the Plan and the Company's Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Restricted Stock Units as a consequence of the commercial relationship between the Company and the Employer, and the Employer is the Grantee's sole employer. Based on the foregoing, (a) the Grantee expressly recognizes the Plan and the benefits the Grantee may derive from participation in the Plan do not establish any rights between the Grantee and the Affiliate that employs the Grantee, (b) the Plan and the benefits the Grantee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Affiliate that employs the Grantee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Affiliate that employs the Grantee.

Private Placement. The grant of the Award is not intended to be a public offering of securities in the Grantee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Restricted Stock Unit Award is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **GRANTEE** also acknowledges and agrees to the following:

- The Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.
- All decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company.
- The future value of the Stock is unknown and cannot be predicted with certainty.
- The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation or salary for any purpose and are not intended to replace any pension rights or compensation.
- Grantee's participation in the Plan is voluntary.
- No claim or entitlement to compensation or damages arises from the forfeiture of the Award or any of the Restricted Stock Units, the termination of the Plan, or the diminution in value of the Restricted Stock Units or Stock, and the Grantee irrevocably releases the Company, its Affiliates, the Administrator and their affiliates from any such claim that may arise.
- The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.
- Unless otherwise agreed with the Company in writing, the Award and the Stock subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service Grantee may provide as a director of the Company or its Affiliates.
- Neither the Company nor its Affiliates shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the U.S. Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Grantee pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Stock acquired upon settlement.
- None of the Company, its Affiliates, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Grantee's participation in the Plan, the grant, vesting or settlement of the Grantee's Restricted Stock Units, or the Grantee's acquisition or sale of the Stock delivered in settlement of the Restricted Stock Units. The Grantee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

BELGIUM

Notifications

Exchange Control Information. If Grantee is a Belgian resident, Grantee is required to report any taxable income attributable to the grant of the Restricted Stock Units on his or her annual tax return. In addition, the Grantee is required to report any securities (e.g., Stock) or bank accounts opened and maintained outside Belgium on his or her annual tax return. In a separate report, certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened) must be provided to the Central Contact Point of the National Bank of Belgium.

FRANCE

Notifications

Use of English Language. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.*

Award Not French Qualified. The Grantee understands and acknowledges that the Restricted Stock Units granted under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended.

Exchange Control Information. Grantee must declare to the customs and excise authorities any cash or securities he or she imports or exports without the use of a financial institution when the value of the cash or securities is equal to or exceeds €10,000.

Foreign Account / Assets Reporting Information. If the Grantee retains Stock acquired under the Plan outside of France or maintains a foreign bank account, the Grantee is required to report such to the French tax authorities when filing the Grantee's annual tax return. Failure to comply could trigger significant penalties.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If the Grantee uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of the Stock acquired under the Plan, the bank will make the report for the Grantee. Grantee is responsible for satisfying any applicable reporting obligation.

HONG KONG

Terms and Conditions

Warning: *The Restricted Stock Unit Award and any Stock issued pursuant to the settlement of the Restricted Stock Units do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company and its Affiliates. The Agreement, the Plan, and any rules, procedures, forms or other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Award and any related documentation are intended only for the personal use of each eligible employee of the Company or its Affiliates and may not be distributed to any other person. If the Grantee is in any doubt about any of the contents of the Agreement, the Plan, or any rules, procedures or forms, the Grantee should obtain independent professional advice.*

Settlement of Restricted Stock Units. In the event that any of the Restricted Stock Units are settled within six months of the Grant Date, the Grantee agrees that the Grantee (or his / her beneficiary) will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

Wages. The Restricted Stock Unit Award and Shares underlying the Restricted Stock Unit Award do not form part of the Grantee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

INDIA

Notifications

Exchange Control Information. The Grantee understands that he or she must repatriate any proceeds from the sale of Stock and any cash dividends or dividend equivalents acquired under the Plan to India and convert the proceeds into local currency within 90 days or 180 days of receipt, respectively or such other period of time as may be required under applicable regulations. The Grantee will receive a foreign inward remittance certificate (“**FIRC**”) from the bank where the Grantee deposits the foreign currency. The Grantee should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. The Grantee is responsible for complying with applicable exchange control laws in India.

Foreign Account / Assets Reporting Information. The Grantee is required to declare any foreign bank accounts and any foreign financial assets (including Stock acquired under the Plan) in Grantee’s annual tax return. It is Grantee’s responsibility to comply with this reporting obligation and he or she should consult his or her personal tax advisor in this regard.

INDONESIA

Notifications

Exchange Control Information. If the Grantee remits funds (including proceeds from the sale of Stock) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to Bank Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a more detailed description of the transaction must be included in the report and the Grantee may be required to provide information about the transaction (e.g. , the relationship between the Grantee and the transferor of the funds, the source of the funds, etc.) to the bank in order for the bank to complete the report. In addition, the Grantee may be required to provide Bank Indonesia with information on foreign exchange activities, which may include Stock held outside Indonesia, on a monthly basis. The reporting should be completed online through Bank Indonesia's website, by no later than the 15th day of the following month.

ITALY

Terms and Conditions

The following provision replaces Section 12 of the Agreement:

Data Privacy

Pursuant to Section 13 of the Legislative Decree no. 196/2003, the Grantee understands that his / her Employer, the Company and any subsidiary may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, email address and telephone number, email address, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any subsidiary, details of the Award, or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor and will process such data for the exclusive purpose of implementing, managing and administering the Plan ("Data") and in compliance with applicable laws and regulations.

The Grantee also understands that providing the Company with Data is mandatory for compliance with local law and necessary for the performance of the Plan and this Agreement, which represents the legal basis for the collection, use, processing and transfer of the Data, and that the Grantee's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Grantee's ability to participate in the Plan. The Controller of personal data processing is Trinseo S.A. with its principal executive office address at 1000 Chesterbrook Boulevard, Suite 300, Berwyn, Pennsylvania 19312, USA and, pursuant to Legislative Decree no. 196/2003, its representative in Italy for privacy purposes is A.P.I. Applicazioni Plastiche Industriali S.p.A. with its registered address at Via Dante Alighieri n. 27, 36065 Mussolente (VI) Italy.

The Grantee understands that Data will not be publicized, but it may be accessible by the Employer and its internal and external personnel in charge of processing of such Data and by the data processor (the "Processor"), if any. An updated list of Processors and other transferees of Data is available upon request from the Employer. Furthermore, Data may be transferred to

banks, other financial institutions, or brokers involved in the management and administration of the Plan. The Grantee understands that Data may also be transferred to the independent registered public accounting firm engaged by the Company. The Grantee further understands that the Company and/or any subsidiary will transfer Data among themselves as necessary for the purpose of implementing, administering and managing the Grantee's participation in the Plan, and that the Company and/or any subsidiary may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom the Grantee may elect to deposit any Stock acquired pursuant to the Award. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing the Grantee's participation in the Plan. The Grantee understands that these recipients may be acting as Controllers, Processors or persons in charge of processing, as the case may be, in accordance with local law and may be located in or outside the European Economic Area in countries such as in the United States that might not provide the same level of protection as intended under Italian data privacy laws. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.

The Grantee understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Grantee's consent thereto as the processing is necessary to performance of contractual obligations related to the implementation, administration and management of the Plan. The Grantee understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Grantee has the right to, including but not limited to, access, delete, update, correct, ask for rectification of Data or terminate, for legitimate reason, the Data processing. The Grantee also understands that he or she has the right to Data portability and to lodge a complaint with the Italian supervisory authority. The Grantee should contact the Employer in this regard.

Furthermore, the Grantee is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Grantee's human resources department.

Plan Document Acknowledgment . The Grantee further acknowledges that he or she has read and specifically and expressly approves the Data Privacy section above as well as the following sections of the Agreement Section 1 ("Grant of Restricted Stock Units"); Section 4 ("Vesting"); Section 5 ("Delivery of Stock"), Section 6 ("Forfeiture; Recovery of Compensation"); Section 7 ("Nontransferability"); Section 8 ("Responsibility for Taxes & Withholding"); Section 13

("Imposition of Other Requirements"); Country Appendix ("English Language"; "Additional Acknowledgements") and the "Data Privacy" provision included immediately above.

Notifications

Tax on Foreign Financial Assets. Individuals resident in Italy are subject to a tax on the value of financial assets held outside of Italy. The taxable amount will be the fair market value of the financial assets (including Stock) on December 31 or on the last day the Stock were held (the tax is levied in proportion to the number of days the shares were held during the calendar year). The tax is assessed as part of the annual tax return.

NETHERLANDS

Notifications

Securities Law Information. The Grantee should be aware of Dutch insider trading rules which may impact the sale of Stock issued to the Grantee upon settlement of the Restricted Stock Units. In particular, the Grantee may be prohibited from effectuating certain transactions if the Grantee has inside information about the Company. Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has "insider information" related to an issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. "Insider information" is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any employee of a Affiliate in the Netherlands who has inside information as described herein. Given the broad scope of the definition of inside information, certain employees working at the Company's Affiliate in the Netherlands may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when they have such inside information. If the Grantee is uncertain whether the insider-trading rules apply to the Grantee, the Grantee should consult his personal legal advisor.

SINGAPORE

Notifications

Securities Law Information. The Restricted Stock Units are being granted pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"), under which it is exempt from the prospectus and registration requirements and is not made with a view to the underlying shares being subsequently offered for sale to any other part. The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Grantee should note that the Grantee's Restricted Stock Units are subject to section 257 of the SFA and the Grantee should not make any subsequent sale in Singapore, or any offer of such subsequent sale of Stock unless such sale or offer in Singapore is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Chief Executive Officer and Director Notification . If the Grantee is the chief executive officer (“CEO”) or a director (including alternate director, substitute associate and shadow director) of a Singapore subsidiary, the Grantee must notify the Singapore subsidiary in writing within two (2) business days of (i) becoming the registered holder of or acquiring an interest (e.g., Restricted Stock Units, Stocks, etc.) in the Company or any of its subsidiary, or becoming the CEO, alternate director, substitute director or shadow director (as the case may be), whichever occurs last, or (ii) any change in a previously disclosed interest (e.g., sale of Stocks).

SPAIN

Notifications

Securities Law Information . No “offer of securities to the public,” within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the Plan or Restricted Stock Unit. The Plan, the Agreement (including this Appendix) and any other documents evidencing the grant of the Restricted Stock Units have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information . The acquisition, ownership and sale of Stock under the Plan must be declared for statistical purposes to the *Spanish Dirección General de Comercio e Inversiones* (the “*DGCI*”), the Bureau for Commerce and Investments, which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be made in January for Stock acquired or sold during (or owned as of December 31 of) the prior year. The Grantee may also be required to declare any securities accounts (including brokerage accounts held abroad) depending on the value of the transactions during the relevant year or the balances in such accounts as of December 31 of the relevant year.

When receiving foreign currency payments derived from the ownership of Stock (*i.e.* , dividends or sale proceeds) exceeding €50,000, the Grantee must inform the financial institution receiving the payment of the basis upon which such payment is made. The Grantee will need to provide the institution with the following information: (i) the Grantee’s name, address, and tax identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment; the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required. After such foreign currency payments are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. If reporting is required, the Grantee must file the report on form 720 by March 31 following the end of the relevant year.

The Grantee is solely responsible for complying with any exchange control or other reporting requirement that may apply to the Grantee as a result of participation in the Plan, the acquisition and/or sale of the Stock and/or the transfer of funds in connection with the award. The Grantee should consult his or her legal advisor to confirm the current reporting requirements when he or she acquires Stock, sells Stock and/or transfers any funds related to the Plan to Spain.

Terms and Conditions

Nature of Award. In accepting the grant of Restricted Stock Units, the Grantee acknowledges that he or she consents to participation in the Plan and has received a copy of the Plan.

The Grantee understands that the Company has unilaterally, gratuitously and discretionally decided to grant Restricted Stock Units under the Plan to individuals who may be employees of the Company or its Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis. Consequently, the Grantee understands that the Restricted Stock Units are granted on the assumption and condition that the Restricted Stock Units and the Stock acquired upon lapse of the restrictions relating to the Restricted Stock Units shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Grantee understands that this grant would not be made to the Grantee but for the assumptions and conditions referred to above; thus, the Grantee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of Restricted Stock Units shall be null and void.

SWITZERLAND

Notifications

Securities Law Information. The Restricted Stock Units are not intended to be publicly offered in or from Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations (ii) may be publicly distributed nor otherwise made publicly available in Switzerland or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Authority (FINMA).

TAIWAN

Notifications

Exchange Control Information. The Grantee may acquire and remit foreign currency (including proceeds from the sale of Stock) up to US\$5,000,000 per year without justification. If the transaction amount is TWD500,000 or more in a single transaction, the Grantee must submit a Foreign Exchange Transaction Form. If the transaction amount is US\$500,000 or more in a single transaction, the Grantee must also provide supporting documentation to the satisfaction of the remitting bank.

TURKEY

Notifications

Securities Law Information. Under Turkish law, the Grantee is not permitted to sell any Stock under the Plan in Turkey. The Stock is currently traded on the New York Stock Exchange (“NYSE”), under the ticker symbol “TSE” and the Stock may be sold through this exchange.

UNITED KINGDOM

Terms and Conditions

Tax Withholding and National Insurance Contributions Acknowledgement. Notwithstanding any provisions in the Agreement, the Grantee agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer, or by Her Majesty’s Revenue and Customs (“HMRC”) or any other tax authority or other relevant authority. The Grantee also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold, or have paid or will pay, to HMRC (or any other tax authority or other relevant authority) on the Grantee’s behalf.

Notwithstanding the foregoing, if the Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Grantee understands that he or she may not be able to indemnify the Company or the Grantee for the amount of any income tax not collected or paid by the Grantee because the indemnification could be considered a loan. In this case, the income tax not collected or paid may constitute a benefit to the Grantee on which additional income tax and national insurance contributions (“NICs”) may be payable. The Grantee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Grantee by any of the means referred to in Section 8 of the Agreement.

Exclusion of Claim. The Grantee acknowledges and agrees that the Grantee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Grantee’s ceasing to have rights under or to be entitled to the Restricted Stock Units, whether or not as a result of termination of Grantee’s Employment (whether the termination is in breach of contract or otherwise), or from the loss or diminution in value of the Restricted Stock Units. Upon the grant of the Restricted Stock Units, the Grantee shall be deemed to have waived irrevocably any such entitlement.

| | |
|--|-------|
| Name: | [•] |
| Number of Shares of Stock subject to Stock Option: | [•] |
| Exercise Price Per Share: | [•] |
| Date of Grant: | [•] |

TRINSEO S.A.

2014 OMNIBUS INCENTIVE PLAN

NON-STATUTORY STOCK OPTION AGREEMENT

This agreement (this “Agreement”) evidences a stock option granted by Trinseo S.A. (the “Company”) to the undersigned (the “Optionee”) pursuant to and subject to the terms of the Trinseo S.A. 2014 Omnibus Incentive Plan (as amended from time to time, the “Plan”).

1. Grant of Stock Option. The Company grants to the Optionee on the date set forth above (the “Date of Grant”) an option (the “Stock Option”) to purchase, on the terms provided herein and in the Plan, up to the number of shares of Stock set forth above (the “Shares”) with an exercise price per Share as set forth above, in each case subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof.

The Stock Option evidenced by this Agreement is a non-statutory option (that is, an option that does not qualify as an incentive stock option under Section 422 of the Code) and is granted to the Optionee in connection with the Optionee’s employment by or service to the Company and its qualifying subsidiaries. For purposes of the immediately preceding sentence, “qualifying subsidiary” means a subsidiary of the Company as to which the Company has a “controlling interest” as described in Treas. Regs. §1.409A-1(b)(5)(iii)(E)(1).

The grant of the Stock Option is a one-time benefit and does not create any contractual or other right for the Optionee to receive a grant of stock options or benefits in lieu of stock options in the future.

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

3. Vesting; Method of Exercise; Treatment of the Stock Option Upon Termination of Employment.

(a) Vesting. As used herein with respect to the Stock Option or any portion thereof, the term “vest” means to become exercisable and the term “vested” as applied to any outstanding Stock Option (or any portion thereof) means that the Stock Option is then exercisable, subject in each case to the terms of the Plan. Unless earlier terminated, forfeited, relinquished or expired,

the Stock Option shall vest as to one-third (1/3) of the Shares subject to the Stock Option on each of the first, second and third anniversaries of the Date of Grant (each, a “vesting anniversary date” and the third anniversary of the Date of Grant, the “final vesting anniversary date”). The number of Shares that vest on any of the foregoing dates will be rounded down to the nearest whole Share, with the Stock Option becoming vested as to 100% of the Shares on the final vesting anniversary date. Notwithstanding the foregoing, Shares subject to the Stock Option shall not vest on any vesting anniversary date unless the Optionee has remained in continuous Employment from the Date of Grant through such vesting anniversary date.

- (b) Exercise of the Stock Option . No portion of the Stock Option may be exercised until such portion vests. Each election to exercise any vested portion of the Stock Option will be subject to the terms and conditions of the Plan and shall be in writing or by electronic notice, signed (including electronic signature in form acceptable to the Administrator) by the Optionee or a transferee (if permitted by the Administrator), if any (or in such other form as is acceptable to the Administrator). Each such exercise election must be received by the Company at its principal office or by such other party as the Administrator may prescribe and be accompanied by payment in full as provided in the Plan, including, for the avoidance of doubt to the extent required by Luxembourg law, the payment by the Optionee to the Company of an additional amount in cash equal to the aggregate par value of the shares of Stock to be delivered in respect of the portion of the Stock Option so exercised at the time of the exercise of the Stock Option. The exercise price may be paid (i) by cash or check acceptable to the Administrator, (ii) to the extent permitted by the Administrator, through a broker-assisted cashless exercise program acceptable to the Administrator, (iii) by such other means, if any, as may be acceptable to the Administrator, or (iv) by any combination of the foregoing permissible forms of payment. In the event that the Stock Option is exercised by a person other than the Optionee, the Company will be under no obligation to deliver Shares hereunder unless and until it is satisfied as to the authority of such person to exercise the Stock Option and compliance with applicable securities laws. The latest date on which the Stock Option or any portion thereof may be exercised will be the 9th anniversary of the Date of Grant (the “Final Exercise Date”); provided, however, if at such time the Optionee is prohibited by applicable law or written Company policy applicable to similarly situated employees from engaging in any open-market sales of Stock, the Final Exercise Date will be automatically extended to thirty (30) days following the date the Optionee is no longer prohibited from engaging in such open-market sales. If the Stock Option is not exercised by the Final Exercise Date, the Stock Option or any remaining portion thereof will thereupon immediately terminate.
- (c) Treatment of the Stock Option Upon Termination of Employment . Except as provided in clauses (i)-(iv) below and Section 3(d) of this Agreement, if

the Optionee's Employment terminates, the Stock Option, to the extent not already vested, will be immediately forfeited upon such termination. Following termination of the Optionee's Employment, any vested portion of the Stock Option that is then outstanding, including for the avoidance of doubt any portion of the Stock Option that vests as provided in clauses (ii)-(iv) below or Section 3(d) of this Agreement, will be treated as follows:

(i) General. Subject to clauses (ii) through (v) below and Sections 3(d) and 4 of this Agreement, the Stock Option, to the extent vested immediately prior to the termination of the Optionee's Employment, will remain exercisable until the earlier of (A) the date that is three months following the date of such termination of Employment, or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(c)(i) will thereupon immediately terminate.

(ii) Retirement. Subject to clause (v) below and Section 4 of this Agreement, if the Optionee's Employment terminates due to the Optionee's Retirement (as defined below), the Stock Option, to the extent then unvested, will not terminate and will remain outstanding and eligible to vest in accordance with the provisions of Section 3(a) hereof as if the Optionee had remained in continuous Employment through each vesting anniversary date. Any portion of the Stock Option that vests in accordance with this Section 3(c)(ii), together with the portion of the Stock Option, if any, that was vested as of immediately prior to the termination of the Optionee's Employment due to the Optionee's Retirement, will remain exercisable until the earlier of (A) five (5) years following the date of such termination of employment and, or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(c)(ii) will thereupon immediately terminate. For purposes hereunder, "Retirement" means a retirement from active Employment after the Optionee has attained age fifty-five (55) with at least ten (10) years of continuous service with the Company, or its predecessor entity, The Dow Chemical Company, or any of its subsidiaries, or as defined in the Optionee's employment or other agreement with the Company.

(iii) Death; Permanent Disability. Subject to clause (v) below and Section 4 of this Agreement, if the Optionee's Employment is terminated due to his or her death or by the Company due to his or her Permanent Disability, the Stock Option, to the extent then unvested, shall immediately vest as to all of the then unvested Shares. Any portion of the Stock Option that vests in accordance with this Section 3(c)(iii), together with the portion of the Stock Option, if any, that was vested as of immediately prior to the termination of the Optionee's Employment due to his or her death

or by the Company due to his or her Permanent Disability, will remain exercisable until the earlier of (A) the first anniversary of the Optionee's death or the first anniversary of the date the Optionee's Employment is terminated due to his or her Permanent Disability, as applicable or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(c)(iii) will thereupon immediately terminate.

(iv) By the Company Other than For Cause. Subject to clause (v) below and Sections 3(d) and 4 of this Agreement, if the Optionee's Employment is terminated by the Company other than for Cause in connection with a restructuring or redundancy, as determined by the Company, the Stock Option, to the extent then unvested, will not terminate and will remain outstanding and eligible to vest in accordance with the provisions of Section 3(a) hereof as if the Optionee had remained in continuous Employment with the Company through each vesting anniversary date. Any Stock Option that vests in accordance with this Section 3(c)(iv), together with the portion of the Stock Option, if any, that was vested as of immediately prior to the termination of the Optionee's Employment, will remain exercisable until the earlier of (A) the later of (i) three months following the date of such termination of employment and (ii) the date that is three months following the final vesting anniversary date or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(c) (iv) will thereupon immediately terminate.

(v) For Cause. If the Optionee's Employment is terminated by the Company or its subsidiaries in connection with an act or failure to act constituting Cause (as the Administrator, in its sole discretion, may determine), or such termination occurs in circumstances that in the determination of the Administrator would have entitled the Company or its subsidiaries to terminate the Optionee's Employment for Cause, the Stock Option (whether or not vested) will immediately terminate and be forfeited upon such termination.

- (d) Treatment of the Stock Option Following a Change in Control. If, within the twenty-four (24)-month period following the occurrence of a Change in Control (as defined below), the Optionee's Employment is terminated by the Company other than for Cause, upon such termination and in lieu of the treatment provided for in Section 3(c)(iv) above, the Stock Option, to the extent then outstanding and unvested, shall immediately vest as to all of the then unvested Shares. Any Stock Option that vests in accordance with this Section 3(d), together with the portion of the Stock Option, if any, that was vested as of immediately prior to the termination of the Optionee's Employment, will remain exercisable until the earlier of (A) the date that is six months following the date of the Optionee's termination of

Employment, or (B) the Final Exercise Date, and except to the extent previously exercised as permitted by this Section 3(d) will thereupon immediately terminate.

- (i) For purposes of this Agreement, “Change in Control” means the first to occur of any of the following events:
 - (A) an event in which any “person,” as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the “1934 Act”) (other than (I) the Company, (II) any subsidiary of the Company, (III) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or of any subsidiary of the Company, and (IV) any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company), is or becomes the “beneficial owner” (as defined in Section 13(d) of the 1934 Act), together with all affiliates and associates (as such terms are used in Rule 12b-2 of the General Rules and Regulations under the 1934 Act) of such person, directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company’s then outstanding securities;
 - (B) the consummation of the merger or consolidation of the Company with any other company, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation and (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) after which no “person” “beneficially owns” (with the determination of such “beneficial ownership” on the same basis as set forth in clause (A) of this definition) securities of the Company or the surviving entity of such merger or consolidation representing 50% or more of the combined voting power of the securities of the Company or the surviving entity of such merger or consolidation; or

(C) the complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company's assets.

4. Forfeiture; Recovery of Compensation.

- (a) The Administrator may cancel, rescind, withhold or otherwise limit or restrict the Stock Option at any time if the Optionee is not in compliance with all applicable provisions of this Agreement and the Plan.
- (b) By accepting the Stock Option, the Optionee expressly acknowledges and agrees that his or her rights, and those of any transferee permitted by the Administrator of the Stock Option, under the Stock Option, including to any Stock acquired under the Stock Option or proceeds from the disposition thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). Nothing in the preceding sentence shall be construed as limiting the general application of Section 8 of this Agreement.

5. Transfer of Stock Option. The Stock Option may not be transferred except as expressly permitted under Section 6(a)(3) of the Plan.

6. Responsibility for Taxes & Withholding. Regardless of any action the Company or any of its Affiliates takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee ("Tax-Related Items"), the Optionee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Optionee's responsibility and may exceed the amount actually withheld by the Company or any of its Affiliates. The Optionee further acknowledges that the Company and/or its Affiliates (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect to the Stock Option, including, but not limited to, the grant, vesting or exercise of the Stock Option, the transfer of Stock upon exercise of the Stock Option, the subsequent sale of Stock acquired pursuant to such transfer and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of any Award to reduce or eliminate Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Optionee becomes subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, the Optionee acknowledges that Company and/or its Affiliates may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Optionee will pay or make adequate arrangements satisfactory to the Company and/or its Affiliates to satisfy all Tax-Related Items. In this regard, the Optionee authorizes the Company and/or its Affiliates, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (i) withholding from the Optionee's wages/salary or other cash compensation paid to the Optionee by the Company and/or its Affiliates; or

(ii) withholding from proceeds of the Stock acquired upon exercise of the Stock Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Optionee's behalf pursuant to this authorization); or

(iii) withholding in Stock to be transferred upon exercise of the Stock Option provided, however, that if the Optionee is a Section 16 officer of the Company under the U.S. Securities and Exchange Act of 1934, as amended, then the Company will withhold in shares of Stock upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (i) and (ii) above.

To avoid negative accounting treatment, the Company and/or its Affiliates may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Stock, for tax purposes, the Optionee is deemed to have been transferred the full number of shares of Stock attributable to the Stock Option at exercise, notwithstanding that a number of share are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Optionee's participation in the Plan.

The Optionee shall pay to the Company and/or its Affiliates any amount of Tax-Related Items that the Company and/or its Affiliates may be required to withhold or account for as a result of the Optionee's participation in the Plan that will not for any reason be satisfied by the means previously described. The Company may refuse to transfer the Stock or the proceeds of the sale of Stock if the Optionee fails to comply with the Optionee's obligations in connection with the Tax-Related Items.

By accepting this grant of Stock Option, the Optionee expressly consents to the methods of withholding Tax-Related Items by the Company and/or its Affiliates as set forth herein, including the withholding of Stock and the withholding from the Optionee's wages/salary or other amounts payable to the Optionee. All other Tax-Related Items related to the Stock Option and any Stock transferred in satisfaction thereof are the Optionee's sole responsibility.

7. Effect on Employment. Neither the grant of the Stock Option, nor the issuance of Shares upon exercise of the Stock Option, will give the Optionee any right to be retained in the employ or service of the Company or any of its Affiliates, affect the right of the Company or any of its Affiliates to discharge or discipline such Optionee at any time, or affect any right of such Optionee to terminate his or her Employment at any time.

8. Provisions of the Plan. This Agreement is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant has been furnished to the Optionee. By acceptance of the Stock Option, the Optionee agrees to be bound by the terms of the Plan and this Agreement.

In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall control.

9. Acknowledgements. The Optionee acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, (ii) this agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, shall constitute an original signature for all purposes hereunder and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Optionee.

10. Authorization to Release and Transfer Necessary Personal Information. The Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data by and among, as applicable, the Company and the Affiliates for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that the Company and the Affiliates may hold certain personal information about the Optionee including, but not limited to, the Optionee's name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Stock Options and/or Stock held and the details of all Stock Options or any other entitlement to Stock awarded, cancelled, vested, unvested or outstanding for the purpose of implementing, administering and managing the Optionee's participation in the Plan (the "Data"). The Optionee understands that the Data may be transferred to the Company or any of the Affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Optionee's country or elsewhere, and that any recipient's country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Optionee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of the Stock Option under the Plan or with whom Stock acquired pursuant to the exercise of the Stock Option or cash from the sale of such Stock may be deposited. Furthermore, the Optionee acknowledges and understands that the transfer of the Data to the Company or the Affiliates or to any third parties is necessary for his or her participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Optionee understands that he or she may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting his or her local human resources representative in writing. The Optionee further acknowledges that withdrawal of consent may affect his or her ability to vest in, exercise or realize benefits from the Stock Option, and his or her ability to participate in the Plan. For more information on the

consequences of refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

Finally, upon request of the Company or the Optionee's employer, the Optionee agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Optionee's employer) that the Company and/or the Optionee's employer may deem necessary to obtain from the Optionee for the purpose of administering the Optionee's participation in the Plan in compliance with the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands and agrees that the Optionee will not be able to participate in the Plan if the Optionee fails to provide any such consent or agreement requested by the Company and/or the Optionee's employer.

11. Electronic Delivery and Execution. The Optionee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, plan documents, prospectus and prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other Award made or offered under the Plan. The Optionee understands that, unless revoked by the Optionee by giving written notice to the Company pursuant to the Plan, this consent will be effective for the duration of the Agreement. The Optionee also understands that he or she will have the right at any time to request that the Company deliver written copies of any and all materials referred to above. The Optionee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agree that his or her electronic signature is the same as, and will have the same force and effect as, his or her manual signature. The Optionee consents and agrees that any such procedures and delivery may be affected by a third party engaged by the Company to provide administrative services related to the Plan.

12. Appendix. Notwithstanding any provision of the Agreement to the contrary, this Stock Option grant and the Stock acquired under the Plan shall be subject to any and all special terms and provisions as set forth in the Appendix, if any, for the Optionee's country of residence (and country of employment, if different).

13. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

[Signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer.

TRINSEO S.A.

By: _____
Name: Christopher D. Pappas
Title: President and Chief Executive Officer

Dated: [DATE]

Acknowledged and Agreed:

By _____
[Optionee's Name]

Signature Page to Non-Statutory Stock Option Agreement

COUNTRY APPENDIX
ADDITIONAL TERMS AND CONDITIONS TO NON-STATUTORY STOCK OPTION AGREEMENT

This Country Appendix (“Appendix”) includes the following additional terms and conditions that govern the Optionee’s Stock Option for all Optionees that reside and/or work outside of the United States. For purposes of this Appendix, “Employer” means, to the extent the Optionee is not directly employed by the Company, the Affiliate that employs the Optionee.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Optionee should be aware with respect to the Optionee’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **February 2018**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee does not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Optionee’s participation in the Plan, because the information may be out of date at the time that the Stock Option or portions thereof vest, or Stock is transferred upon exercise of the Stock Option, or the Optionee sells any Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Optionee’s particular situation, and none of the Company, its Affiliates, nor the Administrator is in a position to assure the Optionee of a particular result. Accordingly, the Optionee is advised to seek appropriate professional advice as to how the relevant laws in the Optionee’s country of residence and/or work may apply to the Optionee’s situation.

Finally, if the Optionee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Optionee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Optionee.

Terms and Conditions Applicable to All Non-U.S. Jurisdictions

English Language. The Optionee acknowledges and agrees that it is the Optionee’s express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the Stock Option, be drawn up in English. If the Optionee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Option translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws; Insider Trading. The Optionee agrees, as a condition of the grant of the Stock Option, to repatriate all payments attributable to the Stock Option and/or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of the Stock acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to the Optionee. The Company and the Administrator reserve the right to impose other requirements on the Optionee's participation in the Plan, on the Stock Option and on any Stock acquired or cash payments made pursuant to the Agreement, to the extent the Company, its Affiliates or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Further, the Optionee agrees to take any and all actions as may be required to comply with the Optionee's personal legal and tax obligations under all laws, rules and regulations applicable to the Optionee. Finally, depending on Optionee's or the Optionee's broker's country of residence or where the Stock are listed, Optionee may be subject to insider trading restrictions or market abuse laws, which may affect Optionee's ability to accept, acquire, sell or otherwise dispose of Stock, rights to Stock (e.g., stock options) or rights linked to the value of Stock (e.g., phantom awards, futures) during such times as Optionee is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Optionee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment or amendment of orders the Optionee placed before the Optionee possessed inside information. Furthermore, the Optionee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know") and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Optionee should keep in mind third parties includes fellow employees. Any restrictions under these insider trading or market abuse laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company, nor its Affiliates will be liable for any fines or penalties that Optionee may incur as a result of Optionee's failure to comply with any applicable laws. Optionee should be aware that securities, exchange control, insider trading and other laws may change frequently and often without notice. Optionee is hereby advised to confirm the legal obligations that may arise from Optionee's participation in the Plan with a qualified advisor.

Commercial Relationship. The Optionee expressly recognizes that the Optionee's participation in the Plan and the Company's Stock Option grant does not constitute an employment relationship between the Optionee and the Company. The Optionee has been granted a Stock Option as a consequence of the commercial relationship between the Company and the Employer, and the Employer is the Optionee's sole employer. Based on the foregoing, (a) the Optionee expressly recognizes the Plan and the benefits the Optionee may derive from participation in the Plan do not establish any rights between the Optionee and the Affiliate that employs the Optionee, (b) the Plan and the benefits the Optionee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Affiliate that employs the Optionee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Optionee's employment with the Affiliate that employs the Optionee.

Private Placement. The grant of the Stock Option is not intended to be a public offering of securities in the Optionee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Stock Option is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **OPTIONEE** also acknowledges and agrees to the following:

- The Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan.

All decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company.

- The future value of the Stock is unknown and cannot be predicted with certainty.
 - The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation or salary for any purpose and are not intended to replace any pension rights or compensation.
 - Optionee's participation in the Plan is voluntary.
 - No claim or entitlement to compensation or damages arises from the forfeiture of the Award on the Stock Option, the termination of the Plan, or the diminution in value of the Stock Option or Stock, and the Optionee irrevocably releases the Company, its Affiliates, the Administrator and their affiliates from any such claim that may arise.
 - The Award and the Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.
 - Unless otherwise agreed with the Company in writing, the Award and the Stock subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service Optionee may provide as a director of the Company or its Affiliates.
 - Neither the Company nor its Affiliates shall be liable for any foreign exchange rate fluctuation between Optionee's local currency and the U.S. Dollar that may affect the value of the Stock Option or Stock or of any amounts due to Optionee pursuant to the settlement of the Stock Option or the subsequent sale of Stock acquired upon settlement.
-

None of the Company, its Affiliates, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Optionee's participation in the Plan, the grant, vesting or settlement of the Optionee's Stock Option, or the Optionee's acquisition or sale of the Stock transferred upon exercise of the Stock Option. The Optionee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

BELGIUM

Notifications

Exchange Control Information. If Optionee is a Belgian resident, Optionee is required to report any taxable income attributable to the grant of the Stock Option on his or her annual tax return. In addition, the Optionee is required to report any securities (e.g., Stock) or bank accounts opened and maintained outside Belgium on his or her annual tax return. In a separate report, certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened) must be provided to the Central Contact Point of the National Bank of Belgium.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If the Optionee uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of the Stock acquired under the Plan, the bank will make the report for the Optionee. Optionee is responsible for satisfying any applicable reporting obligation.

HONG KONG

Terms and Conditions

Warning: *The Stock Option and any Stock transferred pursuant to the exercise of the Stock Option do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company and its Affiliates. The Agreement, the Plan, and any rules, procedures, forms or other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Stock Option and any related documentation are intended only for the personal use of each eligible employee of the Company or its Affiliates and may not be distributed to any other person. If the Optionee is in any doubt about any of the contents of the Agreement, the Plan, or any rules, procedures or forms, the Optionee should obtain independent professional advice.*

Exercise of Stock Option. In the event that the Stock Option is settled within six months of the Grant Date, the Optionee agrees that the Optionee (or his / her beneficiary) will not sell or otherwise dispose of any such Shares prior to the six-month anniversary of the Grant Date.

Wages. The Stock Option and Shares underlying the Stock Option do not form part of the Optionee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

ITALY

Terms and Conditions

The following provision replaces Section 10 of the Agreement:

Data Privacy

Pursuant to Section 13 of the Legislative Decree no. 196/2003, the Optionee understands that his / her Employer, the Company and any subsidiary may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address, email address and telephone number, email address, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any subsidiary, details of the Award, or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor and will process such data for the exclusive purpose of implementing, managing and administering the Plan ("Data") and in compliance with applicable laws and regulations.

The Optionee also understands that providing the Company with Data is mandatory for compliance with local law and necessary for the performance of the Plan and this Agreement, which represents the legal basis for the collection, use, processing and transfer of the Data, and that the Optionee's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Optionee's ability to participate in the Plan. The Controller of personal data processing is Trinseo S.A. with its principal executive office address at 1000 Chesterbrook Boulevard, Suite 300, Berwyn, Pennsylvania 19312, USA and, pursuant to Legislative Decree no. 196/2003, its representative in Italy for privacy purposes is A.P.I. Applicazioni Plastiche Industriali S.p.A. with its registered address at Via Dante Alighieri n. 27, 36065 Mussolente (VI) Italy.

The Optionee understands that Data will not be publicized, but it may be accessible by the Employer and its internal and external personnel in charge of processing of such Data and by the data processor (the "Processor"), if any. An updated list of Processors and other transferees of Data is available upon request from the Employer. Furthermore, Data may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. The Optionee understands that Data may also be transferred to the independent registered public accounting firm engaged by the Company. The Optionee further understands that the Company and/or any subsidiary will transfer Data among themselves as necessary for

the purpose of implementing, administering and managing the Optionee's participation in the Plan, and that the Company and/or any subsidiary may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom the Optionee may elect to deposit any Stock acquired pursuant to the Award. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing the Optionee's participation in the Plan. The Optionee understands that these recipients may be acting as Controllers, Processors or persons in charge of processing, as the case may be, in accordance with local law and may be located in or outside the European Economic Area in countries such as in the United States that might not provide the same level of protection as intended under Italian data privacy laws. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.

The Optionee understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Optionee's consent thereto as the processing is necessary to performance of contractual obligations related to the implementation, administration and management of the Plan. The Optionee understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Optionee has the right to, including but not limited to, access, delete, update, correct, ask for rectification of Data or terminate, for legitimate reason, the Data processing. The Optionee also understands that he or she has the right to Data portability and to lodge a complaint with the Italian supervisory authority. The Optionee should contact the Employer in this regard.

Furthermore, the Optionee is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Optionee's human resources department.

Plan Document Acknowledgment. The Optionee further acknowledges that he or she has read and specifically and expressly approves the Data Privacy section above as well as the following sections of the Agreement Section 1 ("Grant of Stock Options"); Section 3 ("Vesting; Method of Exercise; Treatment of the Stock Option Upon Termination of Employment"); Section 4 ("Forfeiture; Recovery of Compensation"); Section 5 ("Transfer of Stock Option"); Section 6 ("Responsibility for Taxes & Withholding"); Section 11 ("Imposition of Other Requirements"); Country Appendix ("English Language"; "Additional Acknowledgements") and the "Data Privacy" provision included immediately above.

Notifications

Tax on Foreign Financial Assets. Individuals resident in Italy are subject to a tax on the value of financial assets held outside of Italy. The taxable amount will be the fair market value of the financial assets (including Stock) on December 31 or on the last day the Stock were held (the tax is levied in proportion to the number of days the shares were held during the calendar year). The tax is assessed as part of the annual tax return.

NETHERLANDS

Notifications

Securities Law Information. The Optionee should be aware of Dutch insider trading rules which may impact the sale of Stock issued to the Optionee upon exercise of the Stock Option. In particular, the Optionee may be prohibited from effectuating certain transactions if the Optionee has inside information about the Company. Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has “insider information” related to an issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. “Insider information” is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any employee of a Affiliate in the Netherlands who has inside information as described herein. Given the broad scope of the definition of inside information, certain employees working at the Company’s Affiliate in the Netherlands may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when they have such inside information. If the Optionee is uncertain whether the insider-trading rules apply to the Optionee, the Optionee should consult his personal legal advisor.

SWITZERLAND

Notifications

Securities Law Information. The Stock Option is not intended to be publicly offered in or from Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations (ii) may be publicly distributed nor otherwise made publicly available in Switzerland or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Authority (FINMA).

UNITED KINGDOM

Terms and Conditions

Tax Withholding and National Insurance Contributions Acknowledgement. Notwithstanding any provisions in the Agreement, the Optionee agrees that he or she is liable for all Tax-Related Items

and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer, or by Her Majesty's Revenue and Customs ("HMRC") or any other tax authority or other relevant authority. The Optionee also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold, or have paid or will pay, to HMRC (or any other tax authority or other relevant authority) on the Optionee's behalf.

Notwithstanding the foregoing, if the Optionee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Optionee understands that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected or paid by the Optionee because the indemnification could be considered a loan. In this case, the income tax not collected or paid may constitute a benefit to the Optionee on which additional income tax and national insurance contributions ("NICs") may be payable. The Optionee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Optionee by any of the means referred to in Section 6 of the Agreement.

Exclusion of Claim. The Optionee acknowledges and agrees that the Optionee will have no entitlement to compensation or damages insofar as such entitlement arises or may arise from the Optionee's ceasing to have rights under or to be entitled to the Stock Options, whether or not as a result of termination of Optionee's Employment (whether the termination is in breach of contract or otherwise), or from the loss or diminution in value of the Stock Options. Upon the grant of the Stock Options, the Optionee shall be deemed to have waived irrevocably any such entitlement.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Christopher D. Pappas, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Trinseo S.A.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal controls over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2018

By: /s/ Christopher D. Pappas

Name: Christopher D. Pappas

Title: Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Barry J. Niziolek, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Trinseo S.A.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal controls over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2018

By: /s/ Barry J. Niziolek
Name: Barry J. Niziolek
Title: Chief Financial Officer

**Certification of CEO Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the quarterly report of Trinseo S.A. (the "Company") on Form 10-Q for the period ended March 31, 2018 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, the undersigned, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 3, 2018

By: /s/ Christopher D. Pappas

Name: Christopher D. Pappas

Title: Chief Executive Officer

**Certification of CFO Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the quarterly report of Trinseo S.A. (the "Company") on Form 10-Q for the period ended March 31, 2018 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, the undersigned, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 3, 2018

By: /s/ Barry J. Niziolek
Name: Barry J. Niziolek
Title: Chief Financial Officer
