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

**FORM 10-K**

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

For the fiscal year ended: December 31, 2021

**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

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**Trinseo PLC**

(Exact name of registrant as specified in its charter)

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**Ireland**  
(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)

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Ordinary Shares, par value \$0.01 per share	TSE	New York Stock Exchange

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**Securities registered pursuant to Section 12(g) of the Act:**  
None

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Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

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 every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit 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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
			Emerging growth company

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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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

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

As of February 15, 2022, there were 37,046,528 shares of the registrant's ordinary shares outstanding.

The aggregate market value of the voting and non-voting shares of the registrant held by non-affiliates of Trinseo PLC computed by reference to the closing price of the registrant's common shares on the New York Stock Exchange as of June 30, 2021 was approximately \$2,311,189.130.

**Documents Incorporated by Reference**

Portions of the registrant's definitive proxy statement for the 2021 annual general meeting of shareholders to be filed with the Securities and Exchange Commission pursuant to Regulation 14A of the Securities Exchange Act of 1934 are incorporated by reference into Part III of this report.

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#### **CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

This annual report on Form 10-K ("Annual Report") contains, without limitation, statements concerning plans, objectives, goals, projections, forecasts, 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," "estimate," "see," "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. 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. Important factors that could cause actual results to differ materially from those in the forward-looking statements include economic, business, competitive, market and regulatory conditions and the following:

- our ability to successfully transform our portfolio and the Company to a specialty materials and sustainable solutions provider, including our ability to divest unfavorable assets and identify new growth opportunities;
- volatility in raw material, logistics services, energy, or transportation costs, or disruption in the supply of the raw materials or energy utilized for our products;
- any disruptions in production at our manufacturing facilities;
- the execution of capital projects and other growth investments in accordance with the Company's plan, budget and forecasts;
- any inability to continue technological innovation and successful introduction of new products;
- our ability to complete our proposed divestiture of our styrenics businesses, including our ability to effectively launch a sale, identify a buyer and negotiate a sale for such businesses;
- our ability to realize the benefits of recent and ongoing acquisitions, to successfully integrate, realize synergies, retain key employees and customers, grow profitably, and our reliance on transition services;
- other strategic acquisitions or divestitures affecting our operations or financial condition;
- the stability of our joint ventures;
- our ability to successfully generate cost savings through restructuring and business excellence initiatives;
- costs and business restrictions associated with complying to custom, international trade, export control and antitrust laws;
- global trade conflicts and the imposition of tariffs;
- regulatory and statutory changes applicable to our raw materials and products;
- expenditures related to changes to and our compliance with environmental, health and safety laws;
- findings by European competition authorities that the Company violated the law with respect to our styrene monomer commercial activities;
- liabilities and losses related to contamination, environmental damage, or chemical exposures or release;
- our current and future levels of indebtedness
- the restrictions on our operations due to our indebtedness;
- our continued reliance on our relationship with The Dow Chemical Company for certain services and supply of raw materials;
- the limitations of our intellectual property licensing arrangements with The Dow Chemical Company;
- any inability to protect our trademarks, patents, and other intellectual property rights;
- our infringement on the intellectual property rights of others;

- data security breaches or cyber-attacks;
- risks associated with our incorporation in Ireland; including impact of the Irish Companies Act and Irish Takeover Rules on our shareholders, and lack of flexibility to manage our capital structure;
- conditions in the global economy and capital markets;
- local business risks in the different countries in which we operate;
- fluctuations in currency exchange rates;
- the extent to which the ongoing COVID-19 pandemic will continue to adversely impact our business, financial condition and results of operations; and
- other risks described in the “Risk Factors” section or other sections of this Annual Report.

We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. Accordingly, forward-looking statements should not be relied upon as a prediction of actual results. Important factors that could cause actual results to differ materially from our expectations, or cautionary statements, are disclosed under the sections entitled “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Quantitative and Qualitative Disclosures About Market Risk” and in other portions of this Annual Report. All written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by the cautionary statements as well as other cautionary statements that are made from time to time in our other public communications. You should evaluate all forward-looking statements made in this Annual Report in the context of these risks and uncertainties.

We caution you that the important factors referenced above may not contain all of the factors that are important to you. Should unknown risks or uncertainties materialize or underlying assumptions prove inaccurate, actual results could differ materially from past results and/or those anticipated, estimated or projected. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. The forward-looking statements included in this Annual 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.

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**Trinseo PLC**

**Form 10-K Annual Report  
For the Fiscal Year Ended December 31, 2021**

*Unless otherwise indicated or required by context, as used in this Annual Report on Form 10-K (“Annual Report”), the term “Trinseo” refers to Trinseo PLC (NYSE: TSE), a public limited company existing under the laws of Ireland, and not its subsidiaries. Trinseo PLC is the surviving entity of a cross-border merger with our predecessor company, Trinseo S.A., which merger was approved by shareholders in June 2021 and completed in October 2021. 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 Annual Report is the financial data of the Company, unless otherwise indicated. Prior to the formation of the Trinseo S.A., our business was wholly owned by The Dow Chemical Company (together with other affiliates, “Dow”).*

*The Company may distribute cash to shareholders under Irish law via dividends or distributions made out of distributable profits. See Item 5, “Ireland Tax Considerations,” for further information.*

*Definitions of capitalized terms not defined herein appear in the notes to our consolidated financial statements. Specifically, refer to Note 12 in the consolidated financial statements for definitions of the Company’s debt facilities.*

## PART I

### Item 1. *Business*

#### BUSINESS

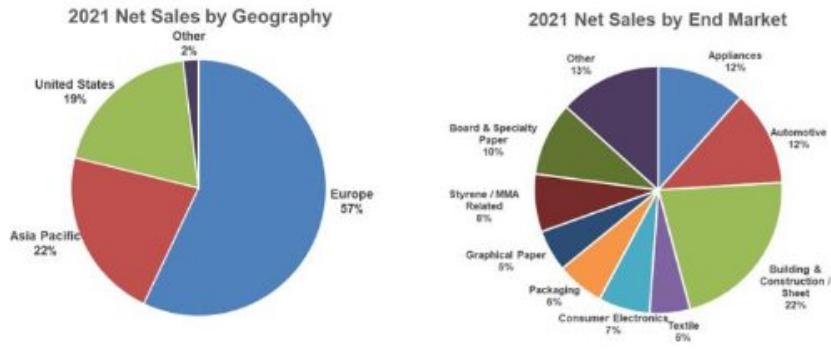
##### The Company

Trinseo PLC (NYSE: TSE) is a public limited company existing under the laws of Ireland. On October 8, 2021, our former publicly-traded parent entity, Trinseo S.A., was merged with and into Trinseo PLC, with Trinseo PLC as the surviving entity (the “Redomiciliation”). The Redomiciliation was completed pursuant to the Common Draft Terms of Merger dated as of April 23, 2021 and was approved by shareholders at Trinseo S.A.’s 2021 annual general meeting held on June 10, 2021. As a result of the Redomiciliation, all of Trinseo S.A.’s outstanding ordinary shares, excluding treasury shares, were exchanged on a one-for-one basis for newly issued ordinary shares, par value \$0.01 per share, of Trinseo PLC.

Prior to the formation of Trinseo S.A., our business was wholly owned by The Dow Chemical Company, which, together with its affiliates, we refer to as “Dow,” and we refer to our predecessor business as “the Styron business.” In 2010, the Styron business was sold by Dow to investment funds advised or managed by affiliates of Bain Capital Partners, LP (the “Dow Separation”) and Trinseo S.A. was formed and subsequently began trading on the NYSE in June 2014. In 2016, Bain Capital fully divested its ownership in the Company.

We are a leading global materials company and manufacturer of plastics and latex binders with a focus on delivering innovative, sustainable, and value-creating products that are intrinsic to our daily lives. We have leading market positions in many of the markets in which we compete. Our products are incorporated into a wide range of our customers’ products throughout the world, including products for automotive applications, consumer electronics, appliances, medical devices, packaging, footwear, carpet, paper and board, building and construction, and wellness, among others. We have long-standing relationships with a diverse base of global customers, many of whom are leaders in their markets and rely on us for formulation, technological differentiation, and compounding expertise to find sustainable solutions for their businesses. Many of our products represent only a small portion of a finished product’s manufacturing costs, but provide critical functionality to the finished product and are often specifically developed to customer specifications. Therefore, we seek to regularly develop new and improved products and processes, supported by our intellectual property portfolio and manufacturing know-how, designed to enhance our customers’ product offerings. We believe these product traits result in substantial customer loyalty.

We have significant manufacturing and production operations around the world, which allow us to serve our global customer base. As of December 31, 2021, our production facilities included 40 manufacturing plants (which included a total of 81 production units) at 33 sites across 15 countries, including the Company’s joint venture. Additionally, as of December 31, 2021, we operated 11 research and development (“R&D”) facilities globally, including technology and innovation development centers, which we believe are critical to our global presence and innovation capabilities. Our significant global operations also provide diversity in the end markets for our products.



### Our Strategy

In 2021, we continued to focus our efforts and investments on a strategy to transform Trinseo into a specialty materials and sustainable solutions provider focusing on product offerings which are less cyclical and offer significantly higher growth and margin potential. In pursuit of this transformational goal, we have invested, and will continue to invest, in product offerings serving the applications within our Engineered Materials business segment, as well as coatings, adhesives, sealants, and elastomers (“CASE”) applications within the Latex Binders business segment.

In furtherance of this strategy, in 2021, we completed two significant acquisitions to grow our Engineered Materials business segment. In May of 2021, we closed the acquisition of the polymethyl methacrylates (“PMMA”) and activated methyl methacrylates (“MMA”) businesses (together, referred to herein as the “PMMA business”) from Arkema S.A. for a purchase price of \$1,364.9 million (the “PMMA Acquisition”). PMMA is a transparent and rigid plastic with a wide range of end uses that complements Trinseo’s existing offerings across several end markets including automotive, building & construction, medical and consumer electronics. In September 2021, we closed the acquisition of Aristech Surfaces LLC (“Aristech Surfaces”), a leading North America manufacturer and global provider of PMMA continuous cast and solid surface sheets, serving the wellness, architectural, transportation and industrial markets, for a purchase price of \$449.5 million (the “Aristech Surfaces Acquisition”). In December 2021, we also completed the sale of our synthetic rubber business to Synthos S.A., for an enterprise value of approximately \$491.0 million. Finally, in November 2021 we announced our intention to explore the divestiture of our styrenics businesses, which includes our Feedstocks, Polystyrene, and Americas Styrenics reporting segments, for which we launched a formal sales process in January 2022. Each of these steps is part of a series of strategic actions to transform the Company into a higher growth, higher margin and less cyclical specialty and sustainable materials provider.

We believe that there are still significant opportunities to improve our business and enhance our position as a specialty materials and sustainable solutions provider by continuing to enhance our existing portfolio, and by expanding on the businesses acquired in 2021. In addition to our transformation strategy, the Company continues to seek organic growth through expansion into key markets or strategic capital investments targeting technologies and solutions that meet the evolving needs of our customers, and to continue to provide innovative products to our customers who seek our technological and development capabilities to create specialty grades, new and sustainable products, and technologically-differentiated formulations. The Company will continue to focus on growing margins and reducing earnings volatility through such organic investments, strategic acquisitions or investments, as well as divestitures of businesses less suitable to our portfolio. The strategic acquisitions and investments that we have pursued have attractive risk-adjusted returns in markets and geographies that we believe have the best opportunity for growth as well as opportunity for cost-saving synergies.

We remain committed to maintaining a strong financial position with appropriate financial flexibility and liquidity. The Company employs a disciplined approach to capital allocation and deployment of cash that strives to balance the growth of our business, funding for targeted acquisitions, and continued cash generation, while providing attractive returns to our shareholders. Notably, in the third quarter of 2021, the Company increased our quarterly dividend from \$0.08 per share to \$0.32 per share. Further, in December 2021, the Company’s board of directors authorized a \$200.0

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million share repurchase program covering an 18 month period, of which shares with a total value of \$50.0 million were repurchased in the fourth quarter of 2021.

The priorities for uses of available cash include the servicing of our debt, the funding of targeted growth initiatives, and the continued return of capital to our shareholders via quarterly dividends and the repurchase of our ordinary shares, when deemed appropriate. Management believes that strong cash flow generation, continued profitability, and spending discipline are critical to providing the Company with the ongoing flexibility to pursue our business strategy.

For more information regarding our strategic highlights see Item 7 – *Management’s Discussion and Analysis of Financial Condition and Results of Operations – 2021 Highlights*.

### **Business Segments**

Beginning in the second quarter of 2021, the Company reported the results of the Synthetic Rubber business as discontinued operations in the consolidated statements of operations for all periods presented, and therefore it is no longer presented as a separate reportable segment. Refer to Note 5 in the consolidated financial statements for further information on the classification of the Synthetic Rubber business as discontinued operations, and the related impacts on our other segment results due to this classification.

For information regarding net sales, Adjusted EBITDA, the performance metric used by management to evaluate our segments’ performance, and capital expenditures by segment, as well as sales and long-lived assets by geographic area, refer to Note 20 in the consolidated financial statements.

#### **Engineered Materials Segment**

##### *Overview*

Our Engineered Materials segment consists of rigid thermoplastic compounds and blends products, soft thermoplastic products, continuous cast PMMA sheet products from the Aristech Surfaces Acquisition and PMMA resins and sheets (extruded and cell-cast) from the PMMA Acquisition. Products in this segment are primarily targeted toward higher growth and higher margin applications primarily in consumer electronics, medical, footwear, automotive and building & construction. The PMMA business also includes production of MMA in Europe primarily for our own consumption in producing PMMA with the remainder sold into the merchant market.

In 2021, approximately 39% of total Engineered Materials net sales were generated in Europe, approximately 40% were generated in the United States, and approximately 20% were generated in Asia.

##### *Products and End Uses*

Products in the Engineered Materials segment are split into rigid compounds, soft plastic compounds, and PMMA resins and sheets. Rigid compounds include polycarbonate (“PC”) compounds, acrylonitrile-butadiene-styrene (“ABS”) compounds, and PC blends, mostly PC/ABS, and support primarily the consumer electronics and medical markets for equipment housing applications. Thermoplastic elastomer (“TPE”) soft plastic compounds are focused on supporting footwear shoe sole applications, personal care, consumer electronics, and automotive high-end applications such as overmolds, sealings, tubing, and films. PMMA products can be sold as resin compounds or sheets produced through continuous-cast, extrusion, and cell-cast processes. PMMA products are sold primarily into building & construction, automotive, medical and consumer goods applications.

The benefit of Trinseo’s portfolio in our Engineered Materials segment is the high level of customization for high-end applications at selected premium brand owners, and clear orientation to sustainable solutions. Our current portfolio includes sustainable solutions, such as high-content post-consumer recycled (“PCR”) polycarbonate and bio-based raw materials. We are developing further solutions to expand our sustainable offering using PCR ABS and PCR TPE. Sustainable products represented 7% of Engineered Materials segment volume in 2021 and are a core growth area.

We sell our rigid compounds products mainly under the EMERGE brand for consumer electronics, and under the CALIBRE brand for medical markets. We sell our PMMA products primarily under PLEXIGLAS in the United States and ALTUGLAS in Europe and Asia. We foresee growth and robust demand in applications of building & construction,

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consumer goods, and especially automotive following constrained production during 2021 as well as continued initiatives toward light-weighting and digitization. Supported by current macro trends, specifically as it relates to safety and health, remote servicing and working, and sustainability, we believe that we have additional growth opportunities in existing consumer electronics applications, including tablets, notebooks, smart phones and other handheld devices, as well as new voice control systems, home entertainment and delivery equipment. We also foresee growth in medical wearables, home equipment, and drug delivery devices. In serving these markets, we leverage our polymer and compound technologies to meet increasingly stringent performance requirements along with our customers' aesthetic and color-matching requirements, which are crucial characteristics for the products involved.

We sell the products in our portfolio from the Aristech Surfaces Acquisition primarily under the trade names ACRYSPA, AVONITE and STUDIO. We foresee growth in wellness applications such as hot tubs and swim spas as well as sanitary applications like bathtubs. We are able to effectively serve these markets through our specialized continuous cast sheet production capabilities that allow us to provide large scale PMMA sheet with specific color requirements. We have also expanded our product offerings into transportation applications and continue to provide customer solutions in architectural applications such as counter-tops.

We manufacture our TPE soft plastic compounds principally under the trade names MEGOL, APILO, APIGO, and APINAT. Growth in footwear is supported by bio solutions in both luxury and sport premium markets, while automotive growth is orientated to hygienic interiors and both robust and smart surfaces.

### *Competition and Customers*

Our main competitors are Sabic, Covestro, Styrolution, LG Chem, and Kingfa for rigid technologies, Kraiburg, Celanese, Avient, Hexpol and BASF for TPEs, and Rohm, Plaskolite, Mitsubishi Chemicals and Schweiter Technologies for PMMA resins and sheets.

We compete in the Engineered Materials segment primarily based on our ability to offer differentiated and reliable products, high quality customer service, and deep relationships with prioritized customers. We believe that growth in this segment will stem from the continued high demand for engineered and sustainable product solutions serving the consumer electronics, automotive, building & construction, wellness, footwear, medical and lighting application markets. We believe our track record of innovation and our focus on differentiated products enhances our growth prospects in this segment. We also believe that our global organization and facilities are a competitive advantage that allows us to provide customers with consistent grades across different regions and positions us to strategically serve emerging markets.

### *Seasonality*

Due to the steady demand state of a portfolio of applications in many markets, such as consumer electronics, medical devices, and footwear, rigid compounds and soft TPE products do not experience significant seasonality. PMMA applications do experience some seasonality due to exposure to automotive and building and construction markets.

## **Latex Binders Segment**

### *Overview*

We are a global leader in styrene-butadiene latex ("SB latex"), holding a strong market position across the geographies and applications in which we compete, including the #2 position in SB latex capacity in Europe and the #1 position in capacity in North America, based on third party data. In 2021, approximately 48% of our Latex Binders segment's sales were generated in Europe, 27% were generated in the United States, and the majority of the remaining net sales were generated in Asia. Additionally, this segment includes the results of our styrene-acrylate latex ("SA latex") production facilities and related infrastructure in the United States, Europe and Asia. As noted above, as part of the Company's transformational strategy, our key area of focus in the Latex Binders segment is to grow our product offerings serving CASE applications, as these offer significantly higher growth and margin potential.

### *Products and End Uses*

We hold the #1 position for supplying latex binders for the coated paper and board market globally. SB latex is widely used as a binder for mineral pigments as it allows high coating speeds, improved smoothness, higher gloss level,

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opacity and water resistance that is valued in the product's end use in advertising, magazines, and packaging board coatings.

We are also the #1 supplier of latex binders to the carpet and artificial turf market and offer a diverse range of products for use in residential and commercial applications. We produce SB latex, SA latex, vinylidene chloride, and butadiene-methacrylate latex products for the commercial and niche carpet markets. SB latex is also used in flooring as an adhesive for carpet and artificial turf fibers. We continue to implement new chemistries for paper coating and carpet backing applications.

We also offer a broad range of performance latex binders products, including SB latex, SA latex, and vinylidene chloride latex for CASE applications. Net sales to CASE applications made up approximately 14% of total Latex Binders net sales in 2021, with margins of approximately two times the average of products serving all applications within the segment.

### *Competition and Customers*

Our principal competitors in our Latex Binders segment include BASF Group and Synthomer plc. In this segment, we compete primarily based on our ability to offer differentiated and reliable products, the quality of our customer service, and the length and depth of our relationships. This industry has seen capacity reduction and consolidation which we believe could positively impact our competitive standing.

We believe our Latex Binders segment is able to differentiate itself by offering customers value-added formulations and product development expertise. Our R&D team and Technical Services and Development ("TS&D") team are able to use our pilot coating facility, paper fabrication and testing labs, carpet technology centers located near carpet producers, and product development and process research centers to assist customers in designing new products and enhancing their manufacturing processes. Many of our major customers rely on our dedicated R&D and TS&D teams to complement their limited in-house resources for formulation and reformulation tests and trials. We believe that this capability allows us to capture new business, strengthen our existing customer relationships and broaden our technological expertise.

Additionally, our global manufacturing footprint is key in allowing us to serve our customers in a cost-effective manner, as latex binders products are costly to ship over long distances due to their high water content. We believe that our global network of service and manufacturing facilities is highly valued by our customers. We seek to capture the value of our R&D and TS&D services and manufacturing capabilities through our pricing strategy. In 2021, we estimate that more than half of net sales in this segment related to contracts that include raw material pass-through clauses.

### *Seasonality*

Reporting periods impacted by the winter season and unfavorable weather conditions that typically affect the construction and building materials end markets may result in seasonally lower performance, particularly in the CASE applications of our Latex Binders segment.

## **Base Plastics Segment**

### *Overview*

Our Base Plastics segment consists of a variety of compounds and blends, the majority of which are for automotive applications. The segment also includes our ABS, styrene-acrylonitrile ("SAN"), and PC businesses. In 2021, approximately 63% of net sales from our Base Plastics segment were generated in Europe, 20% were generated in the United States, and 12% were generated in Asia.

### *Products and End Uses*

**Copolymers.** Our copolymers products consist of ABS and SAN. In 2021, copolymers represented approximately 61% of total segment net sales.

We are a leading producer of ABS in Europe and are one of the few global producers, with additional presence in both North America and China. We produce mass ABS ("mABS"), a variation of ABS that has lower conversion and capital costs compared to the more common emulsion ABS ("eABS") process, marketed under our MAGNUM brand.

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mABS has similar properties to eABS but has greater colorability, thermal stability and lower gloss. mABS products can be manufactured to stricter specifications because they are produced in a continuous process as opposed to the batch process used in eABS. mABS also has environmental benefits such as waste reduction and higher yields. In addition to our own mABS production capacity, we have licensed our proprietary mABS technology to other producers.

Primary end uses for our ABS products include automotive and construction sheet applications. We maintain a significant share of ABS sales into these markets, which we believe is due to the differentiating attributes of our mABS products, our reputation as a knowledgeable and reliable supplier, our broad product mix, and our customer collaboration, including design capabilities.

SAN is composed of styrene and acrylonitrile, which together provide clarity, stiffness, an enhanced ability to be processed, mechanical strength, barrier properties, chemical resistance and heat resistance. SAN is used mainly in appliances, consumer goods and construction sheets, due to its low cost, clarity and chemical resistance properties.

*PC.* Our PC products are manufactured in Stade, Germany and are sold into various markets as well as consumed internally for our compounding products. In 2021, PC represented approximately 16% of total segment net sales.

PC has high levels of clarity, impact resistance and temperature resistance. PC can be used in its neat form (prior to any compounding or blending) for markets such as construction sheet, medical and LED lighting. Additionally, PC can be compounded or blended with other polymers, such as ABS, which imparts specific performance attributes tailored to the product's end use.

Our products for glazing and construction sheets are marketed under the CALIBRE brand name and offer customers a combination of clarity, heat resistance and impact performance. Glazing and construction sheet represents our largest PC application and one of the key end markets is the construction industry.

*Compounding.* Our compounding products consist of PC/ABS compounds, PC blends, and PC and polypropylene blends. In 2021, compounding products represented approximately 23% of total segment net sales.

We have a significant position in PC/ABS blends, which combine the heat resistance and impact strength of PC with the easy-to-process qualities and resilience of ABS. We have also developed compounds containing PCR content in their products. We believe our ability to offer technologically-differentiated products to meet customer needs sets us apart from our competitors, and with our history as a leading innovator in compounds and blends, we have established ourselves as a leading supplier of PC-based products.

For the automotive industry, we manufacture PC/ABS blends under the PULSE brand, and we innovate collaboratively with our customers to develop performance solutions to meet industry needs, such as reducing the weight of vehicles or providing products using recycled or sustainable content. As a result, we are a key supplier of these products to leading automotive companies in North America and Europe, who tend to specify these products on a per car platform basis, making it difficult to be displaced as a supplier once selected and providing us with relatively stable and predictable cash flows for several years during the production lifecycle. We have an established position in China and are working to further increase our presence in this important market.

### *Competition and Customers*

Our principal competitors in our Base Plastics segment are Covestro AG, Saudi Basic Industries Corporation, INEOS Styrolution, Versalis, Shanghai Kumho Sunny Plastics Co., Ltd., Shanghai Pret Composites Co. Ltd., and Lotte Chemical Corporation. In our Base Plastics segment, we compete primarily based on our ability to offer differentiated and reliable products, the quality of our customer service and the length and depth of our customer relationships.

We believe potential growth in the Base Plastics segment will be impacted by a number of factors, including consumer preference for lighter-weight and impact-resistant products. Additionally, we believe growth prospects are bolstered by sustainability trends and potential government mandates, such as the substitution of lighter-weight plastics for metal in automobiles. Therefore, we believe our history of innovation and our focus on differentiated products enhances our growth prospects in this segment. Our innovation has contributed to long-standing relationships with customers who are recognized leaders in their respective end markets. We also believe our global facilities are a

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competitive advantage that allows us to provide customers with consistent grades across different regions, and positions us to strategically serve emerging markets.

### *Seasonality*

Reporting periods impacted by the winter season and unfavorable weather conditions that typically affect the construction and building materials end markets may result in seasonally lower performance in our Base Plastics segment.

## **Polystyrene Segment**

### *Overview*

We are a leading producer of polystyrene and focus on sales to injection molding and thermoforming customers. In 2021, approximately 62% of net sales from our Polystyrene segment were generated in Europe and 38% of net sales were generated in Asia.

### *Products and End Uses*

Our product offerings include a variety of general purpose polystyrenes (“GPPS”) and high impact polystyrene (“HIPS”). HIPS is polystyrene that has been modified with polybutadiene rubber to increase its impact resistant properties. 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.

The STYRONTM brand is one of the longest established brands in the industry and is widely recognized in the global marketplace. We believe our R&D capabilities provide valuable, differentiated solutions for our customers, making us well-positioned to address the sustainability, weight reduction, and safety needs.

In 2021 we began offering recycled polystyrene for food packaging applications for some of our customers. We view recycled polystyrene products as important not only for the benefit of the environment but also as a way to better serve our customers by addressing their need for sustainable solutions.

### *Competition and Customers*

Our principal competitors in our Polystyrene segment are INEOS Styrolution, Versalis S.p.A., Total S.p.A., Sinopec Corp., Formosa Chemicals & Fibre Corp., and Chi Mei Corporation. In this segment, we compete primarily based on our ability to offer reliable and innovative products as well as the quality of our customer service, operational reliability and the length and depth of our relationships.

Our customer-centric model focuses on understanding customers' needs and developing tailored relationships that add value beyond the value of the actual product performance. For durable applications, we focus our efforts on product design engineering initiatives for developing and specifying plastics in the next generation of construction applications and appliances. In non-durable applications, we focus on innovative products that provide clear cost advantages to our customers, serving customers with our cost-advantaged technology and operating excellence. We are also able to offer various sustainable product innovations in our non-durable applications, especially packaging. We have leveraged industry-leading product development and technology capabilities in many of our product lines in this segment to develop long-standing customer relationships, including with a number of customers who have purchased from us, including our predecessor business operated by Dow for more than 20 years. We believe that our asset footprint is an advantage, allowing us to provide customers with consistent product grades and positioning us to strategically serve growth economies.

### *Seasonality*

Due to the geographic diversity of the Company's customers and end markets for our polystyrene products across the globe, our Polystyrene segment does not typically experience material levels of seasonality. However, sales volumes may fluctuate from quarter-to-quarter as customers may adjust their purchasing patterns based on their expectations of polystyrene price changes.

## Feedstocks Segment

### *Overview*

Trinseo is a large consumer of styrene monomer globally. The primary function of our Feedstocks segment is the production of styrene monomer in Europe in order to provide secure sourcing of this key raw material to our other segments. In fact, the majority of the styrene monomer produced by our Feedstocks segment is consumed by our other segments. However, we do sell a portion of our produced styrene monomer to third parties. Overall, our Feedstocks segment supplied 15% of the West European styrene monomer capacity in 2021.

### *Products and End Uses*

Styrene monomer is a basic building block of plastics and a key input to many of the Company's products. Styrene monomer is a key raw material for the production of polystyrene, expandable polystyrene, SAN resins, SA latex, SB latex, ABS resins, and unsaturated polyethylene resins.

### *Competition and Customers*

Our principal competitors in our Feedstocks segment are: INEOS Styrolution, Versalis S.p.A., Total S.p.A., BASF SE, Saudi Basic Industries Corporation, LyondellBasell, Repsol PLC, and Royal Dutch Shell plc. The majority of styrene monomer produced within the Feedstocks segment is consumed by the Company in our own manufacturing activities.

Global styrene operating rate percentages were around 80% in 2021 but we believe operating rates will drop to the high 70% range and remain at similar levels over the next several years. The operating rate could be positively impacted by the potential closure of higher-cost styrene plants. Effective operating rates can, from time to time, be impacted by planned and unplanned outages, leading to periods of elevated margins.

### *Seasonality*

Our Feedstocks segment does not generally experience material levels of seasonality affecting sales volumes; however, there may be seasonal fluctuations in margin as planned supply outages generally occur more often in the spring and fall seasons.

## Americas Styrenics Segment

### *Overview*

This segment consists solely of the operations of our 50%-owned joint venture with Chevron Phillips Chemical Company, Americas Styrenics LLC ("Americas Styrenics"), which continues to be a leading producer in North America of both styrene and polystyrene. In 2021, Americas Styrenics was the #1 producer of polystyrene, based on capacity data, and supplied 18% of the styrene monomer capacity in North America. We received a total of \$85.0 million in cash dividends from Americas Styrenics during 2021. We estimate that the contribution to our equity earnings from Americas Styrenics' polystyrene business was approximately 72% in 2021, 75% in 2020, and 49% in 2019.

### *Products and End Uses*

Styrene monomer is a basic building block of plastics and a key input to many of the Company's products. Styrene monomer is a key raw material for the production of polystyrene, and in 2021 approximately 59% of the styrene monomer produced by Americas Styrenics was consumed in its own production of polystyrene. The remainder of Americas Styrenics' product is sold as a key raw material to other manufacturers of polystyrene, expandable polystyrene, SB latex, ABS resins, unsaturated polyethylene resins, and styrene-butadiene rubber.

Americas Styrenics also produces GPPS, high heat, high impact resin, and STYRON A-TECH™ polystyrene products. Major applications for these polystyrene products include appliances, food packaging, food service disposables, consumer electronics, and building and construction materials.

#### *Competition and Customers*

Americas Styrenics' principal competitors are INEOS Styrolution, Total S.p.A., and LyondellBasell. In our Americas Styrenics segment, we compete primarily based on our ability to offer reliable products as well as the quality of our customer service and the length and depth of our relationships.

As a leading styrenics producer in North America, this segment is well-positioned to benefit from consolidation dynamics in the styrene and polystyrene industries within the region. As noted above in the Feedstocks segment section, global styrene operating rate percentages were around 80% in 2021 and we believe they will drop to the high 70% range over the next several years, with the potential for positive upside if there are closures of higher-cost styrene plants. Effective operating rates can, from time to time, be impacted by planned and unplanned outages, leading to periods of elevated margins.

#### *Seasonality*

Reporting periods impacted by the winter season and unfavorable weather conditions that typically affect the construction and building materials end markets may result in seasonally lower performance in our Americas Styrenics segment.

### **Our Relationship with Dow**

Following the Dow Separation, we entered into certain long-term agreements with Dow to provide services that would ease our transition into a standalone company. In recent years, the Company has successfully migrated a substantial level of systems and services support away from Dow. However, we continue to maintain a significant relationship with Dow for certain technology and site services, as well as the supply of certain key raw materials. The failure of Dow to perform their obligations, or the termination of these agreements, could adversely affect our operations. See Item 1A—*Risk Factors* for more information.

We are party to various site services agreements (“SAR SSAs”) for Dow to provide site services to the Company at Dow-owned sites. Conversely, we entered into similar agreements with Dow, where, at Company-owned sites, we provide such services to Dow. These agreements cover general services that are provided at certain facilities co-located with Dow, including utilities, site administration, environmental health and safety, site maintenance and supply chain. These agreements generally have 25-year terms and include options to renew. These agreements may be terminated at any time by agreement of the parties, or, by either party, for cause or under certain circumstances for a material breach. In addition, we may terminate with 12-months’ prior notice to Dow any services identified in any SAR SSA as “terminable.” Highly integrated services, such as electricity and steam, generally cannot be terminated prior to the termination date unless we experience a production unit shut down for which we provide Dow with 15-months’ prior notice, or upon payment of a shutdown fee. Upon expiration or termination, we would be obligated to pay a monthly fee to Dow for a period of 45 to 60 months following the expiration or termination of such SAR SSA. The agreements under which Dow receives services from us may be terminated under the same circumstances and conditions.

Additionally, we are party to several agreements with Dow for the provision of certain raw materials, products and services and other operational arrangements. Dow provides a large percentage of certain raw materials used in the production of our products, under agreements that are important to our business. In connection with the PMMA Acquisition, the Company assumed a Capacity Reservation Contract (“CRC”) which is an evergreen contract that provides guaranteed access to a certain portion of MMA capacity at a Dow-owned manufacturing facility in North America. See *Sources and Availability of Raw Materials* for more information.

Under the Amended and Restated MOD5 Computerized Process Control Software, Licenses and Services Agreement, with Rofan Services (“AR MOD5 Agreement”), Dow provides worldwide process control technology, including hardware, software licenses and support services, and related enterprise resource planning services. The AR MOD5 Agreement has a term through December 2023 and may be terminated by either party for cause or uncured material breach; by Trinseo if we no longer wish to receive maintenance and support for any licensed software; or by Dow if we use the licensed software for any purposes other than Company business. Dow may terminate the maintenance and support terms at any time if we fail to make payments when due. With the exception of three sites, as of December 31, 2021, we have converted all plant locations from this MOD5 process control technology and are no longer reliant on Dow for this service. We expect to convert the remaining sites by the end of 2023.

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The Second Amended and Restated Master Outsourcing Services Agreement (“SAR MOSA”) provides for ongoing worldwide services, substantially all of which were no longer provided by Dow as of December 31, 2020, following our transition of these services over the last several years. The Company did not incur significant costs related for the SAR MOSA in 2021, nor do we expect to incur any further costs going forward.

For the years ended December 31, 2021, 2020, and 2019, we incurred a total of \$217.7 million, \$117.5 million, and \$163.6 million, respectively, in expenses under the SAR MOSA, AR MOD5 Agreement, and SAR SSAs (which include utilities), including \$210.3 million, \$101.3 million, and \$123.7 million, respectively, for both the variable and fixed cost components of the site services agreements and \$7.4 million, \$16.2 million, and \$39.8 million, respectively, covering all other agreements.

For the years ended December 31, 2021, 2020, and 2019, purchases and other charges from Dow and its affiliated companies (excluding the SAR MOSA, AR MOD5 Agreement, and SAR SSAs) were approximately \$1,141.0 million, \$659.5 million, and \$781.9 million, respectively. These purchases and other charges primarily relate to the purchase of raw materials for manufacturing our products. Additionally, for the years ended December 31, 2021, 2020, and 2019, sales to Dow and its affiliated companies were approximately \$156.4 million, \$98.4 million, and \$80.0 million, respectively.

#### Sources and Availability of Raw Materials

The prices of our key raw materials are volatile and can fluctuate significantly over time. While the predominant reason for this volatility is the impact of market imbalances in supply and demand from time to time, energy prices, transportation costs and supplier force majeures may also impact the volatility of some of our raw materials. The table below shows our key raw materials by reporting segment.

	Latex Binders	Engineered Materials	Base Plastics	Polystyrene	Feedstocks	Americas Styrenics
Acetone		X				
Benzene					X	X
Bisphenol A			X			
Butadiene	X		X			
Ethylene					X	X
Methyl Methacrylate (MMA)		X				
Polycarbonate		X	X			
Styrenic resins		X	X			
Styrene	X		X	X	X	X

We have supply contracts in place to help maintain our supply of raw materials at competitive market prices and seek to implement the most efficient and reliable raw material strategy for each of our segments, including maintaining a balance between contracted and spot purchases of raw materials. We also produce raw materials for use by our businesses, such as styrene monomer and MMA, and we purchase PCR materials for use in products such as our PC compounds.

In 2021, we obtained approximately 22% of our raw materials from Dow (based on aggregate purchase price). In 2021, Dow supplied us with approximately 77% of our benzene requirements and 100% of our ethylene requirements. Dow continues to be our largest supplier for these raw materials as well as a significant supplier of butadiene. Our current supply agreements with Dow for ethylene, benzene, and butadiene commenced in 2021 and have contractual terms of two to five years, with renewal provisions. PMMA products use MMA as the key raw material, which is sourced through both our own production in Europe and through supply agreements. During 2021, Dow has supplied us with an aggregate 46% of the MMA used in our PMMA production, both in the United States under the CRC, as well as through other unrelated supply agreements.

While Dow provides a significant portion of our raw materials pursuant to these supply agreements, we have developed a comprehensive strategy for obtaining additional sources of supply where needed. Other supply sources in Europe include major producers with contract terms of up to five years at competitive market prices. Supply of benzene

and ethylene to North America and Asia are exclusively from other diversified sets of major third-party producers via supply contracts. We rely primarily on the CRC for a majority of our MMA needs in the United States, but can source MMA from other manufacturers in the North America and Europe, as well as from our own production. In 2021, our manufacturing sites provided approximately 43% of our MMA supply. We source raw materials for our MMA production (acetone and ammonia) primarily from two suppliers in Italy.

In 2021 we obtained 53% of our styrene supply through long-term strategic contracts and spot market purchases. Additionally, our internal production of styrene from purchased ethylene and benzene at our own manufacturing sites provided 47% of our styrene supply in 2021. With this mix of purchased and produced styrene, we seek to optimize our overall costs of securing styrene through efficient logistics, manufacturing economics and market dynamics.

Bisphenol A (“BPA”) is the major raw material associated with PC production. Our supply of this raw material is produced by a subsidiary of Olin Corporation and is provided via pipeline to us through a supply contract with a term through December 31, 2022. Acetone is a key material for producing MMA and we are supplied with acetone via long term agreements with Versalis in Europe.

### **Technology**

Our R&D and TS&D activities across our segments focus on identifying needs in our customers’ end markets. As part of our customer-centric model, our R&D/TS&D organization interfaces with our sales and marketing teams and directly with customers to determine their product requirements, considering industry and market segment trends. This information is used to select R&D/TS&D projects that are value-enhancing for both our customers and Trinseo.

Our innovation and technology centers support our technological and R&D/TS&D capabilities. In addition, our R&D/TS&D efforts are also supported by certain “mini-plants” operated by our businesses in Stade. These mini plants are used to make samples of experimental products for testing, which we believe is a critical step in our new product development process. We also operate a plastics research center, which integrates two existing technical support centers and research lab operations in a single location at our Terneuzen, The Netherlands office location. Further, we operate pilot plants to facilitate new production technology, including a TPE pilot facility in Hsinchu, Taiwan which enables close collaboration with Asia Pacific customers for sustainably advantaged materials in targeted markets including consumer electronics, medical, footwear, and automotive. Finally, two R&D centers in Europe and one in the United States, acquired in the PMMA Acquisition, and R&D centers at our Aristech Surfaces locations in the United States, are responsible for the design of PMMA products at the Company’s seven global PMMA manufacturing plants.

R&D and TS&D costs are included in expenses as incurred. Our R&D and TS&D costs were \$63.9 million, \$42.6 million, and \$38.8 million for the years ended December 31, 2021, 2020, and 2019, respectively.

### **Sales and Marketing**

We have a customer-centric business model that has helped us to develop strong relationships with many customers. Our sales and marketing professionals are primarily located at our facilities or at virtual offices within their respective geographies. We have approximately 192 professionals working in sales and marketing around the world, along with approximately 95 customer service professionals and we sell our products to customers in approximately 80 countries. We primarily market our products through our direct sales force. Typically, our direct sales are made by our employees in the regions closest to the given customer.

### **Intellectual Property**

We evaluate on a case-by-case basis how best to utilize patents, trademarks, copyrights, trade secrets and other intellectual property to protect our products and our critical investments in research and development, manufacturing and marketing. We focus on securing and maintaining patents for certain inventions, while maintaining other inventions as trade secrets, derived from our customer-centric business model, to maximize the value of our product portfolio and manufacturing capabilities. Our policy is to seek appropriate protection for significant product and process developments in the major markets where the relevant products are manufactured or sold. Patents may cover products, processes, intermediate products and product uses. Patents extend for varying periods in accordance with the date of patent application filing and the legal life of patents in the various countries. The protection afforded, which may also vary from

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country to country, depends upon the type of subject matter covered by the patent and the scope of the claims of the patent. The intellectual property that we have created or acquired since our formation covers areas such as material formulations, material process technologies and various end-use industrial applications.

In most industrial countries, patent protection may be available for new substances and formulations, as well as for unique applications and production processes. However, given the geographical scope of our business and our continued growth strategy, there are regions of the world in which we do business or may do business in the future where intellectual property protection may be limited and difficult to enforce. We maintain strict information security policies and procedures wherever we do business. These information security policies and procedures include data encryption, controls over the disclosure and safekeeping of confidential information, as well as employee awareness training. Moreover, we monitor our competitors' products and, if circumstances were to dictate that we do so, we would vigorously challenge the actions of others that conflict with our patents, trademarks and other intellectual property rights.

The technologies we utilize in some of our businesses have been in use for many years (e.g., SB latex and ABS) and a number of our patents relating to such technologies have expired or will expire within the next several years. Additionally, certain patents acquired in the PMMA Acquisition or the Aristech Surfaces Acquisition are expected to expire in the next several years. As patents expire, or are allowed to lapse, the products and processes described and claimed in those patents become generally available for use by the public. We believe that the expiration of any single patent or family of patents that is scheduled to expire in the next three years would not materially adversely affect our business or financial results. We believe that our trade secrets relating to manufacturing and other processes used in connection with products to which expiring patents relate will continue to provide us with a competitive advantage after the expiration of these patents.

We use trademarks as a means of differentiating our products. We protect our trademarks against infringement where we deem appropriate. We have successfully registered the TRINSEO™ trademark in more than 130 countries, and acquired the Plexiglas®, Altuglas®, Solarkote® and Oroglass® marks as well as other trademarks in the PMMA Acquisition.

Dow has either transferred to us or granted perpetual, royalty-free licenses to us to use Dow's intellectual property that was used by Dow to operate the Styron business prior to the Dow Separation. This intellectual property includes certain processes, compositions and apparatus used in the manufacture of our products. In addition to our license rights to use Dow's intellectual property related to the Styron business, we have obtained licenses to use Dow's intellectual property to the extent necessary to perform our obligations under the contracts transferred to us in the Dow Separation and to use such intellectual property (other than patents) for products outside of the Styron business as it was conducted by Dow prior to the Dow Separation, subject to certain limitations. While we believe our license rights with respect to Dow's intellectual property are sufficient to allow us to operate our current business, new growth opportunities in latex binders, and to a lesser extent plastics, involving new products may fall outside of our license rights with Dow. Therefore, our ability to develop new products may be impacted by intellectual property rights that have not been licensed to us by Dow. We have the right, with Dow's cooperation, to directly enforce the patents that are exclusively licensed to us by Dow where infringement is primarily within the scope of our business; but nothing obligates Dow to enforce against third parties the intellectual property rights of Dow that are licensed to us on a non-exclusive basis or where the infringement is primarily outside the scope of our business.

## **Environmental, Health, Safety and Product Stewardship**

Obtaining, producing and distributing many of our products involve the use, storage, transportation and disposal of toxic and hazardous materials. We are subject to extensive, evolving and increasingly stringent national and local environmental and safety laws and regulations, which address, among other things:

- emissions to the air;
- discharges to soils and surface and subsurface waters;
- other releases into the environment;
- prevention, remediation or abatement of releases of hazardous materials into the indoor or outdoor environment;
- generation, handling, storage, transportation, treatment and disposal of waste materials;
- climate change impacts;
- process and maintenance of safe conditions in the workplace;
- registration and evaluation of chemicals;
- production, handling, labeling or use of chemicals used or produced by us;
- stewardship of products after manufacture; and
- circular solutions, for polystyrene and other products.

We monitor compliance with applicable state, national, and international environmental, health and safety requirements and maintain policies and procedures to monitor and control environmental, health and safety risks, which may in some circumstances exceed the requirements imposed by applicable law. We have a strong environmental, health and safety organization with a staff of professionals who are responsible for environmental, health, safety and product regulatory compliance and stewardship, in addition to comprehensive standards and tools. We supplement our programs with our participation in trade associations which monitor developments in legislation impacting our businesses. Additionally, our Supplier Code of Conduct includes our expectations for our suppliers to comply with applicable laws and regulations and encourages them to adhere to the highest principles of environmental responsibility.

We follow the American Chemistry Council Responsible Care® Guiding Principles for our global facilities and products and have received third party certification of our Responsible Care® Management System. Many of our facilities have been certified to ISO 14001 and other ISO management systems. We have a mature corporate environmental, health and safety audit program for all of our facilities. We focus on emergency preparedness, crisis planning and drills, at both the facility and corporate level. We expect that stringent environmental regulations will continue to be imposed on us and our industry in general.

### ***Sustainability and Climate Change***

We recognize that climate change has had and will continue to have significant impacts on our environment, particularly as it relates to extreme weather conditions and rising sea levels, and which has prompted regulations limiting, among other things, the emission of greenhouse gases. In the countries in which we operate, particularly in the EU, we are required to comply with increasingly extensive regulations to address climate change impacts and resource conservation requirements. We also monitor legislative actions and their potential impacts on the end markets we serve.

We track and publicly report our greenhouse gas emissions, water usage, waste, and energy consumptions and our facilities work to improve our performance at reducing chemical emissions, water usage and energy consumption. Our Sustainability and Corporate Social Responsibility Report (the “Sustainability Report”), which is available on our website, provides our most recent sustainability highlights for our products, performance and operations. The report highlights sustainability goals and other initiatives to improve our sustainability performance. We do not expect the costs to comply with legislation enacted as a result of climate change and other sustainability efforts will be material to our operations and consolidated financial position in the next 12 months.

Sustainability is a key focus area of our long-term strategy and during 2021 we continued to take actions to further our offering of sustainable products, including the commencement of sales of polystyrene products for food contact applications. We also took action to increase our access to recycled feedstocks through both our announced collaboration with BASF to increase styrene production from circular feedstocks and the announced acquisition of plastics collector and recycler Heathland B.V. (“Heathland”), which closed in January 2022. In addition, we achieved ISCC certification

for Mass Balance processes for polystyrene manufactured at our Tessenderlo, Belgium plant, as well as for PC produced in Stade, Germany, and styrene manufactured in Terneuzen, The Netherlands. We also supplemented an already strong annual Sustainability Report with the incorporation of the Sustainability Accounting Standards Board (“SASB”) framework. These achievements were accomplished while maintaining our high standard for safety and Employee Health & Safety (“EH&S”) excellence. We expect the costs of administering our sustainability program to increase as we continue to focus and improve our sustainability initiatives.

#### ***Environmental Remediation***

Environmental laws and regulations require mitigation or remediation of the effects of the disposal or release of chemical substances. Under some of these regulations, as the current owner or operator of a property, we could be held liable for the costs of removal or remediation of hazardous substances on or under the property, without regard to whether we knew of or caused the contamination, and regardless of whether the practices that resulted in the contamination were permitted at the time they occurred. At our Allyn’s Point, Connecticut property we lease a portion of the property to our joint venture, Americas Styrenics, for its operations, which includes a regulated hazardous waste boiler, for which potential liabilities are addressed through financial assurance mechanisms and other agreements. Many of our production sites have an extended history of industrial use, and it is impossible to predict precisely what effect these laws and regulations will have on us in the future. Soil and groundwater contamination have occurred at some of the sites and might occur or be discovered at other sites. Subject to certain monetary and temporal limitations, Dow is obligated to indemnify and hold us harmless with respect to releases of hazardous material that existed at our sites prior to the Dow Separation. The period for new claims at these sites has expired. Later-acquired sites are subject to a different limitations period. We cannot be certain that Dow will fully honor their existing indemnity obligations or that the indemnity will be sufficient to satisfy all claims that we may incur. Other than certain immaterial environmental liabilities assumed as part of the PMMA Acquisition and the Aristech Surfaces Acquisition, no environmental claims have been asserted or threatened against the Company. Any active remedial projects on our properties which were part of the Dow Separation are being performed by Dow pursuant to its indemnification obligations. Other than certain immaterial environmental liabilities assumed as part of the PMMA Acquisition and the Aristech Surfaces Acquisition, no environmental claims have been asserted or threatened against the Company, and the Company is not a potentially responsible party for any material amounts at any Superfund Sites. We conduct comprehensive environmental due diligence for potential acquisitions to mitigate the risk of assuming obligations to conduct material levels of environmental remediation.

#### ***Board Oversight***

The Environmental, Health, Safety, Sustainability and Public Policy Committee (the “EHSS&PP Committee”) of the Company’s Board of Directors was established in 2014 to assist the Board with oversight of Company programs, policies and initiatives that support the environment, health and safety, sustainability, corporate social responsibility and climate change. The EHSS&PP Committee is responsible for supporting alignment between the Company and the Board on the Company’s sustainability, social, and public policy goals; guiding the Company and overseeing management of risks arising from our sustainability programs, policies, partnerships, activities and goals; reviewing external public policy/governmental affairs issues and trends, and recommending Company response to these issues. The EHSS&PP Committee also reviews the Company’s annual Sustainability Report for Board approval and publication on the Company’s website.

#### **Government Regulation**

In addition to environmental, health, and safety laws and regulations, our operations subject us to numerous federal, state, and local laws and regulations in the countries in which we operate. International trade laws and trade agreements, export and customs controls can limit the countries in which we can do business, or add significant cost to the import or export of our products or raw materials. Changes to or violations of these regulations could impact the costs of our goods or cause delay in shipments. Our products are also used in a variety of end-uses that have specific regulatory or consumer safety requirements such as those relating to food packaging or medical devices. Changes in these requirements could result in increased compliance costs, product recalls, or fines, which could prevent or inhibit the development and sale of our products. These and other laws and regulations impact the manner in which the Company conducts its business, and changes in legislation or government regulations can affect the Company’s global

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operations, both favorably and unfavorably. For a more detailed description of the various laws and regulations that affect the Company's business, see Item 1A. Risk Factors.

### **Security**

We recognize the importance of security and safety to our employees and the community. Physical security measures have been combined with process safety measures (including the use of technology) and emergency response preparedness into integrated security plans. We have conducted information security assessments at our operating facilities worldwide and identified and implemented appropriate measures to protect these facilities from physical and cyber-attacks. Effort and resources in assessing security requirements at our manufacturing facilities will continue, as required by U.S. Department of Homeland Security and other requirements.

Trinseo has implemented information security solutions, resources, policies, programs, and monitoring alerts to respond to potential information security events and to maintain compliance with the increasing amount of data privacy laws and regulation. Our Board of Directors provides oversight of security risks, measures and incidents, with input from members of management and our information security team.

### **Human Capital Resources and Objectives**

As of December 31, 2021, we had approximately 3,100 employees worldwide, with the majority (approximately 60%) located in the EMEA region (Europe, Middle East and Africa), approximately 16% in Asia Pacific, and the remainder in the Americas. We increased the size of our workforce through the acquisitions of the PMMA business and Aristech Surfaces, partially offset by employees transferred to Synthos S.A. as part of the sale of our Synthetic Rubber business. Approximately 97% of our workforce is full-time.

Nearly 70% of our personnel are located at the various manufacturing sites, research and development, pilot coating, paper fabrication and testing and technology centers. The remaining employees are located at operating centers, virtual locations or geographically dispersed marketing and sales locations. Our facilities in Midland, Michigan, Bristol, Pennsylvania, and Louisville, Kentucky, and our facility in Matamoros, Mexico have union representation, while employees at certain of our other locations are represented by work councils. We believe we maintain good relations with our personnel and various labor organizations. There have been no labor strikes or work stoppages in these locations in recent history.

#### *People Strategy*

We strive to retain a talented, diverse and inclusive workforce and understand that our success requires ongoing investment in our employees. Our approach to attracting and retaining talent is our commitment to our core values of Responsible Care®, Innovation, Respect & Integrity, Accountability & Value Creation, and Commitment to Customers. As applied to our employees, these values prioritize health and safety, accountability and rewards for achievement, and treatment of all persons in our organization with respect, honesty, and dignity.

Our core values are reflected in the goals of our "People Strategy," which is designed to support employees through Talent Management, Organizational Development, and Recognition & Rewards. Talent Management measures our ability to attract and select the right talent for the right roles, onboard new employees to improve integration, build critical capabilities, and develop leaders of the future, with a culture of collaboration among high-performing and diverse teams. Organizational Development focuses on the design of organization models to achieve our business strategies, assess employee engagement, evolve our culture and facilitate open communication. Recognition & Rewards means our efforts to manage, measure, and pay for performance; differentiate and recognize job growth with increases, promotions, and pay, annual performance awards and recognition of outstanding contributions from employees.

#### *Environmental Protection and Employee Health & Safety*

Focus on the safety of our employees is a critical aspect of our operations, and we strive towards achieving zero injuries, spills, or process safety incidents in our facilities every year. Our EH&S management system promotes a culture of rigorous investigation, corrective action, and continuous improvement applied over many years and has delivered a world-class set of internal safety policies, processes, and procedures. This system is designed to meet our objectives to

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continually reduce safety and environmental incidents and risks, maintain full regulatory compliance and optimize resources and continuously improve.

The Company has taken proactive steps to minimize the potential impact of the COVID-19 crisis on our employees. These steps include, but are not limited to: (i) encouraging or requiring our employees to work from home where possible or required by local laws and regulations; (ii) instituting masking and social distancing rules in our manufacturing and office locations; (iii) providing personal protective equipment; (iv) screening protocols; (v) implementing cleaning and other measures in the workplace; and (vi) conducting training for all employees. Corporate and regional COVID-19 crisis response teams lead the implementation of our pandemic response plans and other measures in our regions and at all our facilities in accordance with local requirements and guidance from the Center of Disease Control, local health departments and other health organizations. These measures have allowed us to protect worker safety while we strive to optimize production schedules, balance staffing needs, develop contingency plans, and enable the continued safe operation of our plants and facilities. We have not announced significant layoffs or employee furloughs as a result of the COVID-19 crisis.

### *Diversity and Equal Employment Opportunity*

We are committed to maintaining an inclusive workforce that offers a diversity of perspectives, backgrounds and experience, and creating an environment in which all Trinseo employees have an equal opportunity to reach their potential and contribute fully to the success of the Company. Trinseo provides an equal employment opportunity, with a policy to recruit, hire, develop, and promote qualified applicants or employees without regard to race, religion, gender, sexual orientation, national origin, age or disability. We believe our commitment to diversity is reflected in our Board and executive leadership team. Four of our Board members, or 30% of our Board, are women, and two of our directors self-identify as a member of an underrepresented minority group. The members of our executive leadership team also represent broad citizenship and geographic diversity.

### *Talent Management and Employee Development*

We provide opportunities for career development through a combination of training, coaching, and on-the-job experiences. We believe this approach to development provides our employees with the right balance of learning options. Further, we believe that early investment in our employees ensures that our future leaders have the skills they will need to be successful within a complex and ever-changing business environment. As part of our People Strategy, we conduct a talent review process that assesses our employee's leadership behaviors, attributes, potential, and provides them with input on personal development. We also utilize a goal setting scorecard that enables employees to document and align their goals within a leadership team and across functions, which goals are set against annual Company priorities. Employees are evaluated on their performance versus individual goals and on the Company's performance versus corporate goals (which includes financial and safety metrics). Part of the annual performance review process includes personal assessment goals which are tracked and reviewed throughout the year.

### *Compensation Policies*

Trinseo's process for determination of remuneration consists of two main components: base pay and an annual variable program, and we are committed to ensuring equitable compensation among our employees. As stated above, equal opportunity and diversity are important at Trinseo. We conduct internal reviews to assess fair treatment to determine if our pay practices are being implemented appropriately in all jurisdictions where we operate.

### **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](http://www.trinseo.com), as soon as reasonably practicable after the reports are electronically filed or furnished with the U.S. Securities and Exchange Commission ("SEC"). Copies of our board committee charters, code of conduct, corporate governance guidelines and other corporate governance information are also available on our website. See Part III—Item 10—*Code of Ethics*. We

provide this website and the information contained in or connected to it for informational purposes only. This information is not included in, or incorporated by reference to, this Annual Report.

**Item 1A. *Risk Factors***

**Risks Related to Our Operations**

**We are subject to risks associated with the Company's strategy to transform its portfolio to a specialty materials and sustainable solutions provider.**

We have taken steps toward executing on our publicly-disclosed strategy to transform the Company to a specialty materials and sustainable solutions provider, including the PMMA Acquisition and Aristech Surfaces Acquisition, the sale of our synthetic rubber business, and the plan to explore the divestiture of our styrenics businesses. We plan to continue to prioritize investments in higher growth, higher margin and lower earnings volatility areas such as Engineered Materials and CASE applications, and to deemphasize the more volatile, lower growth assets in our portfolio. We cannot guarantee that the execution of this strategy will lead to higher growth or margins and lower earnings volatility. We also cannot be certain that we will be successful in identifying opportunities for investments in assets we believe best fit our portfolio transformation, whether such opportunities will be available at a price and at terms acceptable to us, or at all, or whether we will face difficulties due to timing or funding availability.

The implementation of our transformation strategy has resulted in, and may continue to result in, changes to our business, operations, capital allocation, operational and organizational structure, increased demands on management, and could result in short-term and one-time costs, including higher than expected restructuring costs, loss of revenue, and other negative impacts on our business. Implementation of this transformation may take longer than anticipated, and, once implemented, we may not realize, in full or in part, the anticipated benefits or such benefits may be realized more slowly than anticipated. The failure to realize benefits, which may be due to our inability to execute, delays in implementation, global or local economic conditions, competition, and the other risks described herein, could have a material adverse effect on our business, prospects, financial condition, results of operations, cash flows, as well as the trading price of our securities.

**Volatility in the cost of raw materials, logistics services, energy, or transportation utilized for our products, or disruption in the supply of the raw materials utilized for our products, may adversely affect our financial condition and results of operations or cause our financial results to differ materially from our forecasts.**

Our results of operations can be directly affected, positively and negatively, by volatility in the cost of our raw materials, which are subject to global supply and demand and other factors beyond our control. Our principal raw materials (benzene, ethylene, butadiene, BPA, MMA, and styrene) together represent approximately 81% of our total cost of goods sold. Additionally, we use natural gas and electricity to operate our facilities and generate heat and steam for our various manufacturing processes. Crude oil prices also impact our raw material and energy costs. Generally, higher crude oil prices lead to higher costs of natural gas and raw materials, although some raw materials are impacted less than others. Volatility in the cost of energy or raw materials makes it more challenging to manage pricing and pass the increases on to our customers in a timely manner. We believe that rapid changes in pricing also can affect the volume our customers consume. As a result, our gross profit and margins could also be adversely affected and our financial results may differ materially from our forecasts.

We are dependent on third-party freight carriers to transport many of our products. Our access to third-party freight carriers is not guaranteed, and we may be unable to transport our products at economically attractive rates in certain circumstances, particularly during disruptions to transportation infrastructure. Our business, financial position, results of operations or cash flows could be materially and adversely affected if we are unable to pass all of the cost increases on to our customers, or if freight carrier capacity in our geographic markets were to decline significantly or otherwise become unavailable.

We have supply agreements with Dow for ethylene, benzene, butadiene, and MMA, which are critical raw materials to our business. These raw materials and other less critical materials amount to approximately 22% of our total raw materials acquired in 2021, based on aggregate purchase price. The remainder is purchased via other third-party suppliers on a global basis. As these and other third-party supply agreements expire, we may be unable to renegotiate or

renew these contracts, or obtain new long-term supply agreements on terms comparable or favorable to us, or at all, which may significantly impact our operations. See Item 1—Business— Sources and Availability of Raw Materials.

If the availability of any of our principal raw materials is limited, we may be unable to produce some of our products in the quantities demanded by our customers, which could have an adverse effect on plant utilization and our sales of products requiring such raw materials. Suppliers may have temporary limitations preventing them from meeting our requirements, and we may not be able to obtain substitute alternative suppliers in a timely manner or on favorable terms.

**Production at our manufacturing facilities could be disrupted for a variety of reasons. Disruptions could expose us to significant losses or liabilities.**

The hazards and risks of disruption associated with chemical manufacturing and the related storage and transportation of raw materials, products and wastes exist in our operations and the operations of other occupants with whom we share manufacturing sites. These potential risks of disruption include, but are not necessarily limited to:

- pipeline and storage tank leaks and ruptures;
- explosions and fires;
- inclement or extreme weather and natural disasters, which may be aggravated by climate change;
- disease outbreaks, epidemics or pandemics, and government responses thereto, which may impact our employees or those of our suppliers or transportation providers;
- terrorist attacks;
- cyber-attacks;
- failure of mechanical systems, computer systems, process safety and pollution control equipment;
- failures or delays in properly implementing new technologies and processes;
- chemical spills and other discharge or releases of toxic or hazardous substances or gases; and
- exposure to toxic chemicals.

These hazards could expose employees, customers, the community and others to toxic chemicals and other hazards, contaminate the environment, damage property, result in personal injury or death, lead to an interruption or suspension of operations, damage our reputation and adversely affect the productivity and profitability of a particular manufacturing facility or us as a whole, and result in the need for remediation, governmental enforcement, regulatory shutdowns, the imposition of government fines and penalties, and claims brought by governmental entities or third parties. Legal claims and regulatory actions could subject us to both civil and criminal penalties, which could affect our product sales, reputation and profitability. Furthermore, the environmental, health and safety compliance, management systems, and emergency response and crisis management plans we have in place may not address or foresee all potential risks or causes of disruption.

If disruptions occur, alternative facilities with sufficient capacity or capabilities may not be available, may cost substantially more or may take a significant time to start production. Each of these scenarios could negatively affect our business and financial performance. If one of our key manufacturing facilities is unable to produce our products for an extended period of time, our sales may be reduced by the shortfall caused by the disruption and we may not be able to meet our customers' needs, which could cause them to seek other suppliers. Furthermore, to the extent a production disruption occurs at a manufacturing facility that has been operating at or near full capacity, the resulting shortage of our product could be particularly harmful because production at the manufacturing facility may not be able to reach levels achieved prior to the disruption. Our insurance policies may not fully insure against all potential causes of disruption due to limitations and exclusions in those policies. Therefore, incidents that significantly disrupt our operations may expose us to significant losses and/or liabilities.

**If we are unable to execute on our capital projects or growth plans within their expected budget and timelines, or if the market conditions assumed in our projections deteriorate, our business, financial condition, results of operations and cash flows could be materially and adversely affected.**

Capital projects and other growth investments may have lengthy deadlines during which market conditions may deteriorate between the capital expenditure's approval date and the conclusion of the project, negatively impacting projected returns. Delays or cost increases related to capital and other spending programs involving engineering,

procurement and construction of facilities or manufacturing lines or the development of new technologies could materially adversely affect our ability to achieve forecasted operating results. Project delays or budget overages may arise as a result of unpredictable events, which may be beyond our control, including, but not limited to:

- denial of or delay in receiving requisite regulatory approvals, licenses and/or permits;
- unanticipated increases in the cost of construction materials, labor, or utilities;
- disruptions in transportation of components or construction materials;
- adverse weather conditions or natural disasters, equipment malfunctions, explosions, fires or spills affecting our facilities, or those of vendors or suppliers;
- disease outbreaks, epidemics or pandemics, and government responses thereto;
- shortages of sufficiently skilled labor, or labor disagreements resulting in unplanned work stoppages; or
- non-performance by, or disputes with, vendors, partners, suppliers, contractors or subcontractors.

Furthermore, presumed demand for the technologies or products provided by the manufacturing facilities or lines being constructed or the technologies being developed may deteriorate during the project period. If we were unable to stay within a project's overall timeline or budget, or if market conditions change, it could materially and adversely affect our business, financial condition, results of operations and cash flows.

**If we are not able to continue the technological innovation and successful commercial introduction of new products, our customers may turn to other producers to meet their requirements.**

Our industry and the end markets into which we sell our products experience periodic technological changes and ongoing product improvements. Our customers may introduce new generations of their own products or require new technological and increased performance specifications that would require us to develop customized products. Our future growth will depend on our ability to predict and react to changes in key end markets, and to successfully develop, manufacture and market products in such changing end markets. We need to continue to identify, develop and market innovative products on a timely basis to replace existing products in order to maintain our profit margins and our competitive position. We may not be successful in developing new products and technology that successfully compete with these materials, and our customers may not accept any of our new products. If we fail to keep pace with evolving technological innovations or fail to modify our products in response to our customers' needs, then our business, financial condition and results of operations could be adversely affected as a result of reduced sales of our products.

**Risks Related to Acquisitions and Dispositions**

**We may not be successful in our proposed divestiture of our styrenics businesses.**

In November 2021 we announced our intention to explore the divestiture of our styrenics businesses, for which we launched a formal sales process in January 2022. We cannot guarantee that we will be successful in our efforts to initiate and generate interest in a sale or auction process, locate an adequate buyer, or negotiate terms of a sale agreement acceptable to the Company. Identifying and completing any potential sale transaction would depend on a number of factors, many of which are beyond our control, including, among other things, market conditions, third-party consents, regulatory approvals, and the availability of financing for potential buyers, if required. A successful divestiture depends on various factors, including our ability to effectively transfer liabilities, contracts, facilities and employees to any purchaser, revise our legal entity structure, negotiate continued equity ownership, identify and separate intellectual property, reduce fixed costs previously associated with the divested assets or business, and collect the proceeds from any sale. Any divestiture may result in a dilutive impact to our future earnings if we are unable to offset the dilutive impacts from the loss of revenue associated with the divested business, as well as significant write-offs, including those related to goodwill and other intangible assets, which could have a material adverse effect on our results of operations and financial condition. All of these efforts require varying levels of management resources, which may divert our attention from other business operations.

**We may fail to realize the anticipated benefits of the PMMA Acquisition and the Aristech Surfaces Acquisition or such benefits may take longer to realize than expected. We may also encounter difficulty integrating these businesses into our operations, or challenges related to our reliance on transition services.**

On May 3, 2021, we completed the PMMA Acquisition for a purchase price of \$1,364.9 million, and on September 1, 2021, we completed the Aristech Surfaces Acquisition for a purchase price of \$449.5 million (together, the “Acquisitions”).

Our ability to realize the anticipated benefits of the Acquisitions will depend on our ability to successfully integrate the PMMA business and the Aristech Surfaces business into ours. Combining these businesses continues to be a complex and time-consuming process and the Company has devoted significant attention and resources integrating the operations, systems, processes, procedures and personnel of the acquired businesses, and we expect to continue to do so. If we fail to effectively integrate, or if integration takes longer or is more costly than expected, we could lose or diminish the expected benefits of the Acquisitions. Even if we are able to integrate successfully, this integration may not result in the realization of the cost and revenue synergies and benefits that we currently expect, nor can we give assurances that these benefits will be achieved when expected or at all.

We also face risks that we fail to meet our financial and strategic goals, due to, among other things, inability to grow and manage growth profitability, achieve expected margins, maintain relationships with customers or retain key employees. We may also be adversely affected by other economic, business, and/or competitive factors which may not have existed at the time of closing. Such conditions could materially adversely impact our business and results of operations.

Additionally, we rely on Arkema to provide certain services, including information technology, accounting and financial reporting services, pursuant to transition services agreements executed in connection with the PMMA Acquisition. While such services are scheduled to be taken over by Trinseo in 2022, Arkema’s failure to perform could negatively impact our ability to close our books in an accurate and timely manner as well as our ability to complete our financial statements or financial reporting.

**We may engage in other future strategic acquisitions or dispositions of certain assets and/or businesses that could affect our business, results of operations, financial condition and liquidity.**

We may selectively pursue other complementary acquisitions and joint ventures, which inherently involves a number of risks and presents financial, managerial and operational challenges, including, but not limited to:

- potential disruption of our ongoing business and the distraction of our management;
- difficulty retaining key employees or with integration of personnel and financial and other systems;
- difficulty maintaining relationships with customers;
- hiring additional management and other critical personnel;
- generating expected cost savings and synergies from the acquisition; and
- increasing the scope, geographic diversity and complexity of our operations.

Also, the presence of one or more material liabilities of an acquired company that are unknown to us at the time of acquisition may have a material adverse effect on our business or financial results. Our acquisition and joint venture strategy may not be successfully received by customers or other stakeholders, and we may not realize any anticipated benefits from these other acquisitions or joint ventures.

In November 2021, we announced the Company’s intent to explore the potential divestiture of our styrenics businesses, for which we launched a formal sales process in January 2022, and in December 2021, we successfully completed the divestiture of our Synthetic Rubber business. We may also opportunistically pursue dispositions of certain other assets and/or businesses, which may involve material amounts of assets or lines of business, and adversely affect our results of operations, financial condition and liquidity. If any such dispositions were to occur, under the terms of our senior secured credit agreement (the “Credit Agreement”) governing our senior secured financing facility of up to \$1,075.0 million (the “Senior Credit Facility”) and the indentures governing our \$500.0 million aggregate principal of 5.375% senior notes due 2025 (the “2025 Senior Notes”), and our \$450.0 million aggregate principal of 5.125% senior notes due 2029 (the “2029 Senior Notes”), we may be required to apply the proceeds of the sale to repay any borrowings under our Senior Credit Facility, our 2025 Senior Notes or our 2029 Senior Notes. Dispositions may also involve continued financial involvement in the divested business, such as through continuing equity ownership, transition service agreements, supply agreements, guarantees, indemnities or other current or contingent financial obligations.

**Joint ventures may not operate according to their business plans if we or our partners fail to fulfill our or their obligations, or differences in views among our joint venture partners result in delayed decisions, which may adversely affect our results of operations and may force us to dedicate additional resources to these joint ventures.**

For the year ended December 31, 2021, we received dividends of \$85.0 million from our Americas Styrenics joint venture. We may enter into additional joint ventures in the future. The nature of a joint venture requires us to share control with unaffiliated third parties. If joint venture partners do not fulfill their obligations, the affected joint venture may not be able to operate according to its business plan. In that case, our results of operations may be adversely affected and we may be required to increase the level of our commitment to the joint venture. Differences in views among joint venture participants and our inability to unilaterally implement sales and production strategies or determine cash distributions from joint ventures may significantly impact short-term and longer-term financial results, financial condition and the value of our ordinary shares.

**We may be unable to achieve cost savings and other benefits from our restructuring activities and business excellence initiatives.**

Beginning in 2019 and continuing through 2021, we announced certain restructuring programs associated with our shift to a global functional structure, the adoption of our business excellence initiatives designed to create ongoing cost savings through business process optimization and efficiencies, and related more broadly to our overall transformation strategy. Our efforts to achieve these improvements and efficiencies may not be successful or generate expected cost savings, and we may incur greater costs than currently anticipated to implement and achieve these initiatives, which could have an adverse impact on our financial condition or results of operations.

**Risks Related to Regulation**

**We are subject to customs, international trade, export control, and antitrust laws that could require us to modify our current business practices and incur increased costs.**

We are subject to numerous regulations, including customs and international trade laws, export/import control laws, and associated regulations. These laws and regulations limit the countries in which we can do business; the persons or entities with whom we can do business; the products which we can buy or sell; and the terms under which we can do business, including anti-dumping restrictions. In addition, we are subject to antitrust laws and zoning and occupancy laws that regulate manufacturers generally and/or govern the importation, promotion and sale of our products, the operation of factories and warehouse facilities and our relationship with our customers, suppliers and competitors. If any of these laws or regulations were to change or were violated by our management, employees, suppliers, buying agents or trading companies, the costs of certain goods could increase, or we could experience delays in shipments of our goods, be subject to fines or penalties, or suffer reputational harm, which could reduce demand for our products and hurt our business and negatively impact results of operations. In addition, in some areas we benefit from certain trade protections, including anti-dumping protection and the EU's Authorized Economic Operator program, which provides expedited customs treatment for materials crossing national borders. If we were to lose these protections, our results of operations could be adversely affected.

**Global trade conflicts and the imposition of tariffs may have a material adverse impact on our business and results of operations.**

Various governments have adopted new approaches to their trade policies seeking to renegotiate, or potentially terminate, certain existing bilateral or multi-lateral trade agreements and implement new tariff schedules. For example, over the past several years the U.S. and China have applied tariffs to certain of each other's exports. These measures have resulted in shifting trade flows and increased costs for raw materials and finished goods. Uncertainty over global tariffs has and may continue to delay purchasing decisions by our customers as they assess the impact of such trade policies on their business.

The adoption and expansion of trade restrictions, tariffs, or other governmental action has the potential to adversely impact demand for our products or our customers' products, and our costs, including prices of raw materials, which in turn could adversely impact our business, financial condition and results of operations.

**Regulatory and statutory changes applicable to our raw materials and products and our customers' products and consumer preferences could require material expenditures, changes in our operations and could adversely affect our financial condition and results of operations.**

Changes in environmental, health and safety regulations in jurisdictions where we manufacture and sell our products could lead to a decrease in demand for our products. In addition to changes in regulations, health, sustainability, and safety concerns could increase the costs incurred by our customers to use our products and otherwise limit the use of these products, which could lead to decreased demand for these products. Such a decrease in demand likely would have an adverse effect on our business and results of operations. Materials such as acrylonitrile, ethylbenzene, styrene, butadiene, BPA, MMA, and halogenated flame retardant are used in the manufacturing of our products and have come under scrutiny due to potentially significant or perceived health and safety concerns. Moreover, bans on single-use plastic and similar regulatory actions to reduce plastic waste and consumer preferences for sustainable and recyclable materials may reduce the demand for some of our products over time. Legislation to place responsibility for addressing the global challenge of plastic waste may place responsibility on producers and sellers to include recycled content in their products, including the EU "plastics tax," which legislation may impact our sales and place more importance on our initiatives to further develop technologies for recycled products.

Additionally, these regulatory regimes currently require significant compliance expenditures and future regulatory changes applicable to our raw materials and products or our customers' products, could require significant additional expenditures or changes in our operations.

Our products are also used in a variety of end-uses that have specific regulatory requirements such as those relating to products that have contact with food or medical device end-uses. Our customers or distributors may not follow our policies and advice regarding the safe use and application of our products, which may unknowingly expose us to third-party claims. We and many of the applications for the products in the end markets in which we sell our products are regulated by various national and local rules, laws and regulations, such as the U.S. Toxic Substances Control Act and the EU's Registration, Evaluation, Authorisation and Restriction of Chemicals regulations. An increasing number of countries continue to adopt similar requirements, which could require significant compliance expenditures or changes to our sales and marketing strategies and operations. Changes to existing regulations could result in additional compliance costs, seizures, confiscations, recall or monetary fines, any of which could prevent or inhibit the development, distribution and sale of our products. Changes in environmental and safety laws and regulations banning or restricting the use of these residual materials in our products, or our customers' products, could adversely affect our results of operations and financial condition. Failure to appropriately manage safety, human health, product liability and environmental risks associated with our products, product life cycles and production processes could adversely impact employees, communities, stakeholders, our reputation and the results of our operations.

**Compliance with extensive and evolving environmental, health and safety laws may require substantial expenditures.**

We use large quantities of hazardous substances, generate hazardous wastes and emit wastewater and air pollutants in our manufacturing operations. Consequently, our operations are subject to extensive environmental, health and safety laws and regulations at both the national and local level in multiple jurisdictions. Many of these laws and regulations have become more stringent over time and the costs of compliance with these requirements may continue to increase, including costs associated with any capital investments for pollution control facilities. In addition, our production facilities and operations require operating permits, licenses or other approvals that may be subject to periodic renewal and, in circumstances of noncompliance, may be subject to revocation. The necessary licenses, permits or other approvals may not be issued or continue in effect, and any issued licenses, permits or approvals may contain more stringent limitations that restrict our operations or that require further expenditures to meet the permit requirements.

This continuing focus on climate change in jurisdictions in which we operate has and will continue to result in new environmental regulations that may require us to incur additional costs in complying with new regulatory and customer requirements, which may adversely impact our operations and financial condition. Compliance with more stringent environmental requirements would likely increase our costs of transportation and storage of raw materials and finished products, as well as the costs of storage and disposal of wastes. Additionally, we may incur substantial costs, including penalties, fines, damages, criminal or civil sanctions and remediation costs for the failure to comply with these laws or permit requirements.

**Trinseo Europe GmbH, one of our subsidiaries, received a Request for Information from the European Commission Directorate General for Competition, involving commercial activity for styrene monomer. To the extent the European Commission's inquiry would lead to a finding that the Company's subsidiary violated the law, the results of this finding could have a material adverse effect on our business, financial condition, results of operations, and cash flows.**

On June 6, 2018, Trinseo Europe GmbH, a subsidiary of the Company, received a Request for Information in the form of a letter from the European Commission Directorate General for Competition (the "European Commission") related to styrene monomer commercial activity in the European Economic Area. In addition, the Company commenced an internal investigation into the matter and has discovered instances of inappropriate activity. On October 28, 2019, a supplemental request for information was received from the European Commission. This request was limited to historical employment, entity, and organizational structures, along with certain financial, styrene purchasing, and styrene market information, as well as certain spot styrene purchase contracts. We have provided this information to the European Commission and continue to fully cooperate with the Request for Information.

The proceedings with the European Commission continue and its outcome remains open. Based on its findings, the European Commission may decide to: (i) require further information; (ii) conduct unannounced raids of the Company's premises; (iii) adopt decisions imposing fines and/or certain behavioral or structural commitments from the Company; or (iv) in view of defense arguments by the Company close the proceedings. If Trinseo Europe GmbH is found to have violated one or more laws, it could also be subject to additional actions by local competition authorities. European Commission inquiries or investigations can continue over a long period of time, which can divert the attention of our management from day-to-day operations and impose significant administrative burdens. Any of these consequences could damage our reputation and impair our ability to conduct business, which could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

**We may be subject to losses due to liabilities or lawsuits related to contaminated land we own or operate or arising out of environmental damage or personal injuries associated with exposure to chemicals or the release of chemicals.**

Under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and similar statutes outside the U.S., the current or former owner or operator of a property contaminated by hazardous substance releases is subject to strict, unlimited, joint, several and retroactive liability for the investigation and remediation of the property, and also may be liable for natural resource damages associated with the releases. In addition to potential statutory liability, we also face the risk that individuals could seek damages for personal injury due to exposure to chemicals at our facilities, chemicals which have been released from our facilities, chemicals otherwise owned or controlled by us, or chemicals which allegedly migrated from products containing our materials. We may be subject to claims with respect to workplace exposure, workers' compensation and other health and safety matters. Legal claims and regulatory actions could subject us to both civil and criminal penalties, which could affect our reputation as well as our results of operations, financial condition, and liquidity.

There are several properties which we now own on which Dow has been conducting remediation to address historical contamination. Those properties include Allyn's Point, Connecticut and Dalton, Georgia. There are other properties with historical contamination that are owned by Dow that we lease for our operations, including our facility in Midland, Michigan. While we did not assume the liabilities associated with these properties in the U.S., because CERCLA and similar laws can impose liability for contamination on the current owner or operator of a property, even if it did not create the contamination, there is a possibility that a governmental authority or private party could seek to include us in an action or claim for remediation or damages, even though the contamination may have occurred prior to our ownership or occupancy. While Dow has agreed to indemnify us for liability for releases of hazardous materials that occurred prior to our separation from Dow, the indemnity is subject to monetary and temporal limitations. The period for new claims at these sites has expired. Later-acquired sites are subject to a different limitations period. We cannot be certain that Dow will fully honor the indemnity or that the indemnity will be sufficient to satisfy all claims that we may incur. Any active remedial projects on our properties which were part of the Dow Separation are being performed by Dow pursuant to its indemnification obligations. In addition, we face the risk that future claims might fall partially or fully outside of the scope of the indemnity, particularly if there is a release of hazardous materials that occurs in the future or at any time after our separation from Dow or if the condition requiring remediation is attributable to a combination of events or operations occurring prior to and after our separation from Dow. Other than certain immaterial

environmental liabilities assumed as part of the PMMA Acquisition and the Aristech Surfaces Acquisition, no environmental claims have been asserted or threatened against the Company, and the Company is not a potentially responsible party for any material amounts at any Superfund Sites.

#### **Risks Related to Our Indebtedness**

##### **Our current and future level of indebtedness of our subsidiaries, including the incurrence of additional indebtedness to fund the PMMA Acquisition, could adversely affect our financial condition.**

As of December 31, 2021, our indebtedness totaled approximately \$2.3 billion. Additionally, as of December 31, 2021, we had \$368.6 million (net of \$6.4 million outstanding letters of credit) of funds available for borrowing under our Senior Credit Facility, as well as \$150.0 million of funds available for borrowing under our accounts receivable securitization facility.

Our current level of indebtedness, as well as future borrowings or other indebtedness, could have significant consequences for our business, including but not limited to:

- increasing our vulnerability to economic downturns and adverse industry, competitive, or market conditions;
- requiring a substantial portion of our cash flows from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to use our cash flow to fund capital expenditures and future business opportunities and returning cash to our shareholders in the form of dividends or share repurchases;
- limiting our ability to obtain additional financing for working capital, capital expenditures, acquisitions, and general corporate or other purposes;
- compromising our flexibility to capitalize on business opportunities or other strategic acquisitions, and to react to competitive pressures, as compared to our competitors, or forcing us to make nonstrategic divestitures;
- placing us at a disadvantage compared to other, less leveraged competitors or competitors with comparable debt at more favorable interest rates; and
- increasing our cost of borrowing.

Although the terms of our senior secured credit agreement (the “Credit Agreement”) governing our Senior Credit Facility, and the indentures governing the 2029 Senior Notes and 2025 Senior Notes (the “Indentures”), contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions and the indebtedness incurred in compliance with these restrictions could be substantial. Also, we are not prevented from incurring obligations that do not constitute “indebtedness” as defined in the Senior Credit Facility or the Indentures, such as operating leases and trade payables. If new debt is added to our subsidiaries’ current debt levels, the risks related to indebtedness that we now face could intensify.

In addition, a substantial portion of our subsidiaries’ current indebtedness is secured by substantially all of our assets, which may make it more difficult to secure additional borrowings at reasonable costs. If we default or declare bankruptcy, after these obligations are met, there may not be sufficient funds or assets to satisfy our subordinate interests, including those of our shareholders.

For more information regarding our indebtedness, please see Item 7—*Management’s Discussion and Analysis of Financial Conditions and Results of Operations—Capital Resources, Indebtedness and Liquidity*.

##### **The terms of our subsidiaries’ indebtedness may restrict our current and future operations, particularly our ability to respond to change or to take certain actions.**

The Indentures and the Credit Agreement contain a number of covenants imposing certain restrictions on our subsidiaries’ businesses. These restrictions may affect our ability to operate our business and may limit our ability to take advantage of business opportunities. These agreements restrict, among other things, our subsidiaries’ ability to:

- sell or assign assets;
- incur additional indebtedness;

- pay dividends to Trinseo PLC;
- make investments or acquisitions;
- incur liens;
- repurchase or redeem capital shares;
- engage in mergers or consolidations;
- materially alter the business they conduct;
- engage in transactions with affiliates; and
- consolidate, merge or transfer all or substantially all of their assets.

The ability of our subsidiaries to comply with the covenants and financial ratios and tests contained in the Indentures and the Credit Agreement, to pay interest on indebtedness, fund working capital, and make anticipated capital expenditures depends on our future performance, which is subject to general economic conditions and other factors, some of which are beyond our control. There can be no assurance that our business will generate sufficient cash flow from operations or that future borrowings will be available under our Senior Credit Facility to fund liquidity needs in an amount sufficient to enable them to service their indebtedness. Furthermore, if we need additional capital for general corporate purposes or to execute on an expansion strategy, there can be no assurance that this capital will be available on satisfactory terms or at all.

A failure to repay amounts owed under the Senior Credit Facility, our 2029 Senior Notes or 2025 Senior Notes at maturity would result in a default. In addition, a breach of any of the covenants in the Credit Agreement or Indentures or our inability to comply with the required financial ratios or limits could result in a default. If a default occurs, lenders may refuse to lend us additional funds and the lenders or noteholders could declare all of the debt and any accrued interest and fees immediately due and payable. A default under one of our subsidiaries' debt agreements may trigger a cross-default under our other debt agreements. For more information regarding our indebtedness, please see Item 7—*Management's Discussion and Analysis of Financial Conditions and Results of Operations—Capital Resources, Indebtedness and Liquidity*.

#### **Risks Related to Our Relationship with Dow**

**Dow provides significant operating and other services, and certain raw materials used in the production of our products, under agreements that are important to our business. The failure of Dow to perform its obligations, or the termination of these agreements, could adversely affect our operations.**

Prior to the Dow Separation, we were operated by Dow, which has provided and continues to provide services under certain agreements that are important to our business. We are a party to:

- site service agreements, or SAR SSAs, under which Dow provides site services to the Company at Dow-owned sites, such as utilities, site administration, environmental health and safety, site maintenance and supply chain;
- supply and sales agreements pursuant to which Dow, among other things, provides us with raw materials, including ethylene, benzene, butadiene, and MMA; and
- the AR MOD5 Agreement, an outsourcing service agreement pursuant to which Dow provides worldwide process control technology and related enterprise resource planning services.

Under the terms of the above agreements, either party is also permitted to terminate the applicable agreement in a variety of situations, including in the event of the other party's uncured material breach, insolvency, change of control or cessation of operations. Should Dow fail to provide these services or raw materials, or should any of the above agreements be terminated, we would be forced to obtain these services and raw materials from third parties or provide them ourselves. Additionally, if Dow terminates agreements pursuant to which we are obligated to provide certain services, we may lose the fees received by us under these agreements. The failure of Dow to perform its obligations under, or our inability to renegotiate, renew or replace any of these contracts, particularly without an alternative source of raw materials, could adversely affect our operations. Depending on market conditions at the time of any such termination, we may not be able to enter into substitute arrangements in a timely manner, on terms as favorable to us or at all. For more information regarding our relationship with Dow, please see Item 1—*Business — Our Relationship with Dow*.

**We are party to certain license agreements with Dow relating to intellectual property that is essential to our business. Because of this relationship, we may have limited ability to expand our use of certain intellectual property beyond the field of the license or to police infringement that may be harmful to our business.**

In connection with the Dow Separation, we acquired ownership of, or in some cases, a worldwide right and license to use, certain patents, patent applications and other intellectual property of Dow that were used by Dow to operate our business segments or held by Dow primarily for the benefit of our business segments, prior to the Dow Separation. Generally, we acquired ownership of the intellectual property that was primarily used in our business segments and acquired a license to a more limited set of intellectual property that had broader application within Dow beyond our core business segments. Our license from Dow is perpetual, irrevocable, fully paid, and royalty-free. Furthermore, our license from Dow is exclusive within our business segments for certain patents and patent applications that were used by Dow primarily prior to our separation, subject to licenses previously granted by Dow, and to certain retained rights of Dow, including Dow's retained right to use patents and patent applications outside of our business segments and for internal consumption by Dow. Our license from Dow relates to polymeric compositions, manufacturing processes and end applications for the polymeric compositions; and is limited to use in defined areas corresponding to our current business segments excluding certain products and end-use application technology retained by Dow. Our ability to develop, manufacture or sell products and technology outside of these defined areas may be impeded by the intellectual property rights that have been retained by Dow, which could adversely affect our business, financial condition and results of operations. Additionally, infringement on these intellectual property rights could also impact our business and competitive position. We may not be able to enforce our rights, and Dow may be unwilling to enforce its rights, with respect to this intellectual property that has been licensed by Dow.

#### **Risks Related to Our Intellectual Property**

**Our business relies on intellectual property and other proprietary information and our failure to adequately protect or effectively enforce our rights could harm our competitive advantages with respect to the manufacturing of some of our products.**

Our success depends to a significant degree upon our ability to protect, preserve and enforce our intellectual property rights, including patents, trademarks, licenses, trade secrets and other proprietary information of our business. However, we may be unable to prevent third parties from using our intellectual property and other proprietary information without our authorization or independently developing intellectual property and other proprietary information that is similar to or competes with ours. Any inability by us to effectively prevent the unauthorized use of our intellectual property and other proprietary information by others could reduce or eliminate any competitive advantage we have developed, cause us to lose sales or otherwise harm our business or goodwill. If it becomes necessary for us to initiate litigation to protect our proprietary rights, any proceedings could be burdensome and costly, and we may not prevail.

We may be unable to determine when third parties are using our intellectual property rights without our authorization, particularly our manufacturing processes. In addition, we cannot be certain that any intellectual property rights that we have licensed to third parties are being used only as authorized by the applicable license agreement. The undetected, unremedied, or unauthorized use of our intellectual property rights or the legitimate development or acquisition of intellectual property that is similar to or competes with ours by third parties could reduce or eliminate the competitive advantage we have as a result of our intellectual property, adversely affecting our financial condition and results of operations.

If we fail to adequately protect our intellectual property and other proprietary information, including our processes, apparatuses, technology, trade secrets, trade names and proprietary manufacturing know how, methods and compounds, through obtaining patent protection, securing trademark registrations and securing our trade secrets through the use of confidentiality agreements of appropriate scope and other means, our competitive advantages over other producers could be materially adversely affected. If we determine to take legal action to protect, defend or enforce our intellectual property rights, any suits or proceedings could result in significant costs and diversion of our resources and our management's attention. We may not prevail in any such suits or proceedings. A failure to protect, defend or enforce our intellectual property rights could have an adverse effect on our financial condition and results of operations.

**Our products may infringe the intellectual property rights of others, which may cause us to incur unexpected costs or prevent us from selling our products.**

Many of our competitors have a substantial amount of intellectual property that we must continually strive to avoid infringing as we improve our own business processes and develop new products and applications. Although it is our policy and intention not to infringe valid patents of which we are aware, we cannot provide assurances that our processes and products and other activities do not and will not infringe issued patents (whether present or future) or other intellectual property rights belonging to others. There nonetheless could be third-party patents that cover our products, processes or technologies, and it is possible that we could be liable for infringement of such patents and could be required to take remedial or curative actions to continue our manufacturing and sales activities with respect to one or more products that are found to be infringing. We may also be subject to indemnity claims by our business partners arising out of claims of their alleged infringement of the patents, trademarks and other intellectual property rights of third parties in connection with their use of our products. Intellectual property litigation often is expensive and time-consuming, regardless of the merits of any claim, and our involvement in such litigation could divert our management's attention from operating our business. If we were to discover that any of our processes, technologies or products infringe on the valid intellectual property rights of others, we may not be able to obtain the necessary licenses on acceptable terms, or at all, or be able to modify our processes or technologies or re-engineer our products in a manner that is successful in avoiding infringement. Moreover, if we are sued for infringement and lose, we could be required to pay substantial damages and/or be enjoined from using or selling the infringing products or technology. Any of the foregoing could cause us to incur significant costs and prevent us from selling our products and could have an adverse effect on our financial condition and results of operations.

**Risks Related to Data Security**

**Data security breaches could compromise sensitive information related to our business or the private information of our employees, vendors, and customers, which could adversely affect our business and our reputation.**

Cyber-attacks or data security breaches could compromise confidential, private, business critical information or cause a failure in our computer or operating systems that may disrupt our operations. We have attractive information assets, including intellectual property, trade secrets and other sensitive, business critical information. We face an ever-growing risk of attack from outside our organization (including attacks by organized crime, so-called "hacktivists," and state-sponsored actors) using sophisticated technical and non-technical methodologies (including social engineering and "spear phishing" attacks). We also face risks from internal threats to information security, such as from negligent or dishonest employees or consultants. A successful cyber-attack or other breach of security could result in the loss of critical business information and/or could negatively impact operations, which could have a negative impact on our financial results. Furthermore, in addition to using our own systems and infrastructure, we use information systems and infrastructure operated by third-party service providers. If our third-party service providers experience an information security breach, depending on the nature of the breach, it could compromise confidential, business critical information or cause a disruption in our operations. In addition, the loss or disclosure of sensitive or private information about our employees, vendors, or customers as a result of such a breach may result in violations of various data privacy regulations and expose us to litigation, fines and other penalties. Therefore, any such disruptions to our operations or violations of data privacy laws could negatively impact our reputation and results of operations.

**Risks Related to our Information Systems**

**The implementation of a new enterprise resource planning system could cause disruption to our operations.**

We are currently in the process of a multi-year transition to a new enterprise resource planning ("ERP") system, which will replace most of our core financial systems, and which is currently scheduled to be fully implemented in 2023. If the implementation of the ERP system does not proceed as expected, it could impede our ability to accurately maintain financial records and share financial data across the company. Failure to successfully implement the ERP system as planned, or if the ERP system does not operate as intended, could negatively impact the effectiveness of our internal control over financial reporting. Any of these types of disruptions could have a negative effect on our business, operating results, and financial condition. In addition, implementing a new ERP system may require significant resources and refinement to fully realize the expected benefits of the system.

## **Risks Related to Our Ordinary Shares**

### **Irish law differs from the laws in effect in the U.S. and may afford less protection to holders of our securities than U.S. companies.**

It may not be possible to enforce court judgments obtained in the U.S. against us in Ireland based on the civil liability provisions of the U.S. federal or state securities laws. In addition, there is some uncertainty as to whether the courts of Ireland would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liabilities provisions of the U.S. federal or state securities laws or hear actions against us or those persons based on those laws. There is no treaty between Ireland and the U.S. providing for the reciprocal enforcement of foreign judgments. Therefore, a final judgment for the payment of money rendered by any U.S. federal or state court based on civil liability, whether or not based solely on U.S. federal or state securities laws, would not automatically be enforceable in Ireland.

As an Irish company, Trinseo is governed by the Irish Companies Acts, which differ in some material respects from laws generally applicable to U.S. corporations and shareholders, including, among others, differences relating to interested director and officer transactions and shareholder lawsuits. Likewise, the duties of directors and officers of an Irish company generally are owed to the company only. Shareholders of Irish companies generally do not have a personal right of action against directors or officers of the company and may exercise such rights of action on behalf of the company only in limited circumstances. Accordingly, holders of our shares may have more difficulty protecting their interests than would holders of securities of a corporation incorporated in a jurisdiction of the U.S.

### **Provisions of our articles of association and Irish law could delay or prevent a takeover of us by a third party.**

Our articles of association could delay, defer or prevent a third-party from acquiring us, despite the possible benefit to our shareholders. For example, our articles of association impose advance notice requirements for shareholder proposals and nominations of directors to be considered at shareholder meetings, and our articles also require supermajority approval from shareholders to amend or repeal our articles of association.

In addition, several mandatory provisions of Irish law could prevent or delay an acquisition of Trinseo. For example, Irish law does not permit shareholders of an Irish public limited company to take action by written consent with less than unanimous consent. We are also subject to provisions of Irish law relating to mandatory bids, voluntary bids, requirements to make a cash offer and minimum price requirements, as well as rules requiring the disclosure of interests in our ordinary shares in certain circumstances.

These provisions may discourage potential takeover attempts, discourage bids for our ordinary shares at a premium over the market price, and may negatively impact the voting and other rights of our shareholders. These provisions could also discourage proxy contests and make it more difficult for our shareholders to elect directors other than those nominated by our board of directors.

### **Any attempts to take us over will be subject to Irish Takeover Rules and subject to review by the Irish Takeover Panel.**

We are subject to the Irish Takeover Rules, under which our board of directors will not be permitted to take any action which might frustrate an offer for our ordinary shares once it has received an approach which may lead to an offer or has reason to believe an offer is imminent.

### **As an Irish public limited company, certain capital structure decisions regarding the Company will require the approval of shareholders, which may limit the Company's flexibility to manage its capital structure.**

Irish law provides that a board of directors may allot shares (or rights to subscribe for or convertible into shares) only with the prior authorization of shareholders, such authorization for a maximum period of five years, each as specified in the articles of association or relevant shareholder resolution. This authorization would need to be renewed by the Company's shareholders upon its expiration (i.e., at least every five years). Initially, the Company's articles of

association authorized the allotment of shares for a period of five years from the date of their adoption, which authorization expires in May 2026. Any such authorization must be renewed by ordinary resolution, being a resolution passed by a simple majority of votes cast, prior to expiration. Our ability to issue equity without this authorization could be limited which could adversely affect our securities holders.

Irish law also generally provides shareholders with preemptive rights when new shares are issued for cash; however, it is possible for the Company's articles of association, or shareholders in general meeting, to exclude preemptive rights. Such an exclusion of preemptive rights may be for a maximum period of up to five years from the date of adoption of the articles of association, if the exclusion is contained in the articles of association, or from the date of the shareholder resolution, if the exclusion is by shareholder resolution; in either case, this exclusion would need to be renewed by Company's shareholders upon its expiration (i.e., at least every five years). Initially the Company's articles of association exclude preemptive rights for a period of five years from the date of adoption of the Company's articles of association, which exclusion expires in May 2026. Any such exclusion must be renewed by special resolution, being a resolution passed by not less than 75% of votes cast, upon expiration. Should this exclusion not be approved, our ability to issue equity could be limited which could adversely affect our securities holders.

## **General Risks**

### **Conditions in the global economy and capital markets may adversely affect our results of operations, financial condition and cash flows.**

Our products are sold in markets that are sensitive to changes in general economic conditions, such as sales of automotive and construction products. Downturns in general economic conditions can cause fluctuations in demand for our products, product prices, volumes and margins.

Turbulence in the credit markets, fluctuating commodity prices, volatile exchange rates and other challenges affecting the global economy can affect us and our customers. Instability and uncertainty in financial and commodity markets throughout the world may cause, among other things, severely diminished liquidity and credit availability, rating downgrades of certain investments and declining valuations and pricing volatility of others, volatile energy and raw material costs, geopolitical issues and failure and the potential failure of major financial institutions. Adverse events affecting the health of the economy, including sovereign debt and economic crises, refugee crises, disease pandemics, terrorism, protectionism, tariffs, and the threat of war, could have a negative impact on the health of the global economy. These developments, or the perception that any of them could occur, may have a material adverse effect on global economic conditions or on the stability of global financial markets. During any period of uncertainty or heightened market volatility, consumer confidence may decline which could lead to a decline in demand for our products or a shift to lower-margin products, which could adversely affect sales of our products and our profitability and could also result in impairments of certain of our assets.

Deterioration in the financial and credit market heightens the risk of customer bankruptcies and delay in payment. We are unable to predict the duration of the current economic conditions or their effects on financial markets, our business and results of operations. If economic conditions deteriorate, our results of operations, financial condition and cash flows could be materially adversely affected.

### **As a global business, we are exposed to local business risks in different countries, which could have a material adverse effect on our financial condition or results of operations.**

We have significant operations worldwide, including manufacturing facilities, R&D facilities, sales personnel and customer support operations. As of December 31, 2021, we operated, or others operated on our behalf, 40 manufacturing plants (which include a total of 81 production units) at 33 sites around the world, including in Colombia, Germany, The Netherlands, Belgium, Finland, Sweden, Italy, France, Denmark, China, South Korea, Indonesia, Taiwan, Mexico, and the United States. Our international operations are subject to risks inherent in doing business in foreign countries, including, but not necessarily limited to:

- new and different legal and regulatory requirements in local jurisdictions;
- restrictive labor and employment laws;
- uncertainties regarding interpretation and enforcement of laws and regulations;

- variation in political and economic policy of the local governments and social conditions;
- tariffs, export duties, or import quotas;
- domestic and foreign customs and tariffs or other trade barriers;
- potential staffing difficulties and labor disputes;
- managing and obtaining support and distribution for local operations;
- increased costs of transportation or shipping;
- credit risk and financial conditions of local customers and distributors;
- potential difficulties in protecting intellectual property;
- risk of nationalization of private enterprises by foreign governments;
- potential imposition of restrictions on investments;
- potentially adverse tax consequences, including imposition or increase of withholding and other taxes on remittances and other payments by subsidiaries;
- legal restrictions on doing business in or with certain nations, certain parties and/or certain products;
- foreign currency exchange restrictions and fluctuations; and
- local economic, political and social conditions, including the possibility of hyperinflationary conditions and political instability.

We may not be successful in developing and implementing policies and strategies to address the foregoing factors in a timely and effective manner at each location where we do business. Consequently, the occurrence of one or more of the foregoing factors could have a material adverse effect on our international operations or upon our financial condition and results of operations.

Our operations in developing markets could expose us to political, economic and regulatory risks that are greater than those we may face in established markets. For example, we operate in some nations that have experienced significant levels of governmental corruption. Any failure by us to ensure that our employees and agents comply with applicable laws and regulations in foreign jurisdictions could result in substantial civil and criminal penalties or restrictions on our ability to conduct business in certain foreign jurisdictions or reputational damage, and our results of operations and financial condition could be materially and adversely affected.

**Fluctuations in currency exchange rates may significantly impact our results of operations and may significantly affect the comparability of our results between financial periods.**

Our operations are conducted by subsidiaries in many countries. The results of the operations and the financial position of these subsidiaries are reported in the relevant foreign currencies and then translated into U.S. dollars at the applicable exchange rates for inclusion in our consolidated financial statements. The main currency to which we are exposed is the euro, as approximately 57% of our net sales were generated in Europe in 2021. To a lesser degree, we are also exposed to other currencies, including, among others, the Chinese yuan, Swiss franc, New Taiwan dollar, and Mexican peso. The exchange rates between these currencies and the U.S. dollar have fluctuated significantly in recent years and may continue to do so in the future. A depreciation of these currencies against the U.S. dollar, in particular the euro, will decrease the U.S. dollar equivalent of the amounts derived from these operations reported in our consolidated financial statements and an appreciation of these currencies will result in a corresponding increase in such amounts. Because some of our raw material costs are procured in U.S. dollars rather than on these currencies, depreciation of these currencies may have an adverse effect on our profit margins or our reported results of operations. Conversely, to the extent that we are required to pay for goods or services in foreign currencies, the appreciation of such currencies against the U.S. dollar will tend to negatively impact our results of operations. In addition, currency fluctuations may affect the comparability of our results of operations between financial periods.

We incur currency translation risk whenever we enter into either a purchase or sale transaction using a currency other than the local currency of the transacting entity. From time to time, we enter into foreign exchange forward contracts to hedge fluctuations associated with certain monetary assets and liabilities, primarily accounts receivable, accounts payable and certain intercompany obligations. However, attempts to hedge against foreign currency fluctuation risk may be unsuccessful, and we may not be able to effectively limit our exposure to intermediate or long-term movements in currency exchange rates, which could adversely impact our financial condition or results of operations. Given the volatility of exchange rates, there can be no assurance that we will be able to effectively manage our currency

translation risks or that any volatility in currency exchange rates will not have a material adverse effect on our financial condition or results of operations.

**The extent to which the COVID-19 pandemic will continue to impact our business, financial condition and results of operations could be material.**

The COVID-19 pandemic has created significant worldwide social and economic volatility, uncertainty and disruption. The pandemic has resulted in curtailment of business activities, suspensions or delays of production and commercial activity, government-mandated travel restrictions, and weakened economic conditions in the countries in which we operate.

The extent to which the COVID-19 pandemic will continue to adversely impact our business, liquidity, financial condition and results of operations, which impact could be material, depends on numerous factors. These factors include the duration and scope of the pandemic, including an increase in infections, new variants of the virus, and renewed travel restrictions and “shelter-in-place” directives.

Other factors resulting from the pandemic which may negatively impact our business and results of operations include increased costs or disruption in the availability of raw materials and feedstocks; increased energy prices; increased freight or transportation costs; global price inflation; our relationship with, and the financial and operational capacities of, our customers and suppliers; the health and safety of our employees while maintaining continued operations; potential future restructuring, impairment and other charges; and the impact on economic activity generally, including a global or national recession, or other sustained adverse market conditions.

The COVID-19 pandemic has also significantly disrupted supply chains, transportation and logistics networks, and may further affect the ability of our third-party suppliers' or logistics and transportation service providers to meet their obligations to us, which may negatively affect our operations. Ports and other channels of entry may be closed or operate at only a portion of capacity, and means of transporting products within regions or countries in which we operate may be limited. Plant closures, production delays, or logistics difficulties resulting from the COVID-19 pandemic may cause shortages or limited availability of feedstocks or raw materials that are used in our products, which may adversely impact our business, production capacity or results of operations.

Our efforts to manage and mitigate these factors and risks may not be successful and are subject to the factors described above, many of which are uncertain or outside of our control. Business disruptions relating to the pandemic, including the impact of new variants or an increased spread of infections could negatively impact our outlook, share price, or the economies in the countries in which we operate, which would adversely impact our business and results of operations.

**Item 1B. *Unresolved Staff Comments***

None.

**Item 2. *Properties***

We own and operate 67 production units at 26 sites around the world. In addition, we source products from another 14 production units at 7 joint venture sites. We also own or lease other properties, including office buildings, warehouses, research and development facilities, testing facilities and sales offices.

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The following table sets forth a list of our principal offices, production sites and other facilities as of December 31, 2021:

Site Name	Location	Leased/owned	Products/Functions	Business Segments
<b>Corporate Offices</b>				
Dublin	Ireland	Leased	Corporate office	Not applicable
Berwyn	USA (PA)	Leased	Global operating center	Not applicable
Hong Kong	Hong Kong	Leased	Regional operating center	Not applicable
Horgen	Switzerland	Leased	Regional operating center	Not applicable
Midland	USA (MI)	Leased	Regional operating center	Not applicable
<b>Production Sites</b>				
Belen	USA (NM)	Owned	PMMA Sheets	Engineered Materials
Bochlen*	Germany	Leased	Styrene monomer	Feedstocks
Bristol	USA (PA)	Leased	PMMA Resins	Engineered Materials
Bronderslev	Denmark	Leased	PMMA Sheets	Engineered Materials
Dalton	USA (GA)	Owned	Latex	Latex Binders
Florence	USA (KY)	Owned	PMMA Sheets	Engineered Materials
Hamina	Finland	Owned	Latex	Latex Binders
Hoeck	The Netherlands	Owned	Compounds and blends	Base Plastics
Hsinchu	Taiwan	Owned	TPEs, Compounds and blends	Engineered Materials, Base Plastics
Louisville	USA (KY)	Owned	PMMA Resins, PMMA Sheets	Engineered Materials
Matamoros	Mexico	Owned	PMMA Sheets	Engineered Materials
Merak <sup>++</sup>	Indonesia	Owned	Latex, Polystyrene	Latex Binders, Polystyrene
Midland*	USA (MI)	Leased	Latex, ABS, SAN	Latex Binders, Base Plastics
Mussolente	Italy	Owned	TPEs	Engineered Materials
Norrkoping	Sweden	Owned	Latex	Latex Binders
Porto Marghera	Italy	Owned	MMA	Engineered Materials
Rheinmünster*	Germany	Owned	Latex	Latex Binders
Rho	Italy	Owned	PMMA Resins, PMMA Sheets, MMA	Engineered Materials
Saint Avold	France	Owned	PMMA Sheets	Engineered Materials
Schkopau*	Germany	Leased	Polystyrene	Polystyrene
Stade*	Germany	Leased	PC	Base Plastics
Terneuzen*	The Netherlands	Leased	Compounds and blends, Latex, Styrene monomer, ABS, SAN	Latex Binders, Base Plastics, Feedstocks
Tessenderlo*	Belgium	Leased	Polystyrene	Polystyrene
Tsing Yi+	Hong Kong	Leased	Polystyrene	Polystyrene
Ulsan	Korea	Owned	Latex	Latex Binders
Zhangjiagang*	China	Leased	Latex, ABS	Latex Binders, Base Plastics
<b>R&amp;D Facilities</b>				
Dalton	USA (GA)	Owned	Latex	Latex Binders
Florence	USA (KY)	Leased	PMMA Sheets	Engineered Materials
Hsinchu	Taiwan	Owned	Compounds and blends, TPEs	Engineered Materials
King of Prussia	USA (PA)	Leased	PMMA Resins, PMMA Sheets	Engineered Materials
Midland 1300	USA (MI)	Leased	Latex	Latex Binders
Midland 1604	USA (MI)	Leased	Compounds and blends, Latex	Base Plastics, Latex Binders, Engineered Materials
Mussolente	Italy	Owned	TPEs	Engineered Materials
Rheinmünster	Germany	Owned	Latex	Latex Binders
Rho	Italy	Owned	PMMA Resins	Engineered Materials
Shanghai	China	Leased	Latex	Latex Binders
Terneuzen	The Netherlands	Leased	Compounds and blends, ABS, PC	Base Plastics, Engineered Materials
Tsing Yi+	Hong Kong	Leased	ABS, PC, Compounds and blends	Base Plastics, Engineered Materials
<b>Joint Venture</b>				
<i>Americas Styrenics</i>				
Allyn's Point	USA (CT)	Leased	Polystyrene	Americas Styrenics
Cartagena	Colombia	Owned	Polystyrene	Americas Styrenics
Hanging Rock	USA (OH)	Leased	Polystyrene	Americas Styrenics
Joliet	USA (IL)	Owned	Polystyrene	Americas Styrenics
Marietta	USA (OH)	Owned	Polystyrene	Americas Styrenics
St. James	USA (LA)	Owned	Styrene monomer	Americas Styrenics
Torrance	USA (CA)	Leased	Polystyrene	Americas Styrenics

\* Facility co-located with Dow (or other companies) facilities under ground lease agreements. Plant facilities are owned by us.

+ Facility located on property owned by the applicable government.

++ Facility located on property under certification with right to build.

We believe that our properties and equipment are generally in good operating condition and are adequate for our present needs. Production capacity at our sites can vary depending upon product mix and operating conditions.

Our global production facilities are certified to ISO 9001 standards. Our manufacturing facilities have established reliability and maintenance programs and leverage production between sites to maximize efficiency.

Our plants have similar layouts, technology and manufacturing processes, depending upon the product being manufactured. We believe this global uniformity creates a key competitive advantage for us and helps lower overall operating costs.

**Item 3. *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, current and former employees, 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 4. *Mine Safety Disclosures***

Not applicable.

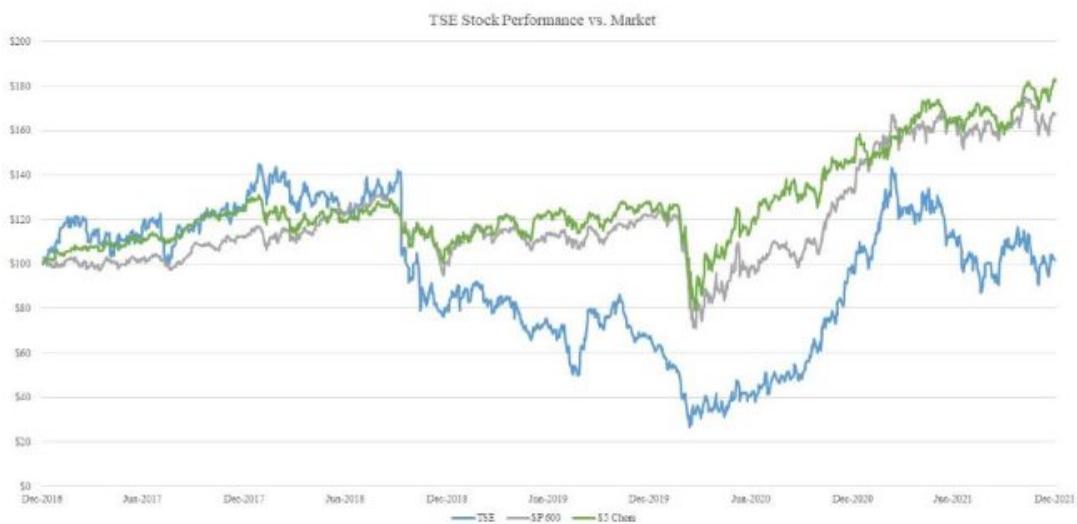
**PART II**

**Item 5. *Market for Registrant's Common Equity, Related Shareholder Matters, and Issuer Purchases of Equity Securities***

The principal market on which our ordinary shares is traded is the New York Stock Exchange (“NYSE”), under the ticker symbol “TSE.” As of February 10, 2022, there were two record holders of our ordinary shares, 38,909,210 ordinary shares issued, and 37,083,547 ordinary shares outstanding. We have approximately 24,779 beneficial holders who hold shares through brokerage accounts under street names.

### Performance Graph

The following performance graph reflects the comparative changes in the value from December 31, 2016 through December 31, 2021, assuming an initial investment of \$100 and the reinvestment of dividends or other cash distributions, if any, in (1) our ordinary shares, (2) the S&P 500 Chemicals Industry GICS Level 3 Index, and (3) the S&P SmallCap 600 Index. The share price performance shown in the graph is not necessarily indicative of future price performance.



### **Purchases of equity securities by the Company and affiliated purchasers**

On December 2, 2021, the board of directors of the Company unanimously approved the authorization of a share repurchase program where the Company may repurchase up to \$200.0 million of our ordinary shares, subject to certain parameters defined by the board of directors. The repurchase authorization expires after 18 months and repurchases may be effected through open market purchases, 10b5-1 plans or by other means. All repurchases will be carried out by way of redemption in accordance with Irish law and the Company's constitutional documents. There were 1.0 million share repurchases during the three months ended December 31, 2021, for total payments of \$48.1 million (with \$1.9 million of additional repurchases that were not yet settled but which were accrued on the consolidated balance sheet as of December 31, 2021). As a result, there was \$151.9 million remaining for share repurchases under the 2021 share repurchase authorization as of December 31, 2021.

### **Ireland Tax Considerations**

*The following is a summary discussion of the material Irish tax considerations of the acquisition, ownership and disposition of your ordinary shares that may be applicable to you. It is not intended to be, nor should it be construed to be, legal or tax advice. This discussion is based on Irish laws and regulations as they stand on the date of this report and is subject to any change in law or regulations or changes in interpretation or application thereof (and which may possibly have a retroactive effect). Investors should therefore consult their own professional advisers as to the effects of state, local or foreign laws and regulations, including Irish tax law and regulations, to which they may be subject.*

There are currently no governmental laws, decrees or regulations in Ireland that restrict the remittance of dividends or other payments to non-resident holders of the Company's shares.

Dividends paid by Trinseo will generally be subject to Irish dividend withholding tax (currently at a rate of 25%). U.S. resident shareholders may claim an exemption from the dividend withholding tax by holding their shares in an account through the Depository Trust Company and having on file with their broker or qualifying agent a valid U.S. address on the record date of the dividend, or by completing certain Irish dividend withholding tax exemption forms or filing a certification of U.S. residency (Form 6166).

Trinseo shareholders who receive their dividends subject to Irish dividend withholding tax will generally have no further liability for Irish income tax, provided a statement is presented to the Irish authorities of the dividend withholding tax imposed.

While there are provisions in the U.S.-Ireland Double Tax Treaty regarding withholding, it would generally be unnecessary for U.S. resident shareholders to rely on the treaty provisions due to the broad scope of withholding tax exemptions available under Irish domestic law.

### **Item 6. Reserved**

### **Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

*The following discussion summarizes the significant factors affecting the operating results, financial condition, liquidity and cash flows of our Company as of and for the periods presented below. The following discussion and analysis should be read in conjunction with the audited consolidated financial statements and the accompanying notes thereto, included elsewhere within this Annual Report. The statements in this discussion regarding industry outlook, our expectations regarding our future performance, liquidity and capital resources and all other non-historical statements in this discussion are forward-looking statements and are based on the beliefs of our management, as well as assumptions made by, and information currently available to, our management and are made as of the date of this Annual Report. See "Cautionary Note Regarding Forward-Looking Statements." Actual results could differ materially from those discussed in or implied by forward-looking statements as a result of various factors, including those discussed below and elsewhere within this Annual Report, particularly in Item 1A—"Risk Factors." Definitions of capitalized terms not defined herein appear in the notes to our consolidated financial statements.*

## 2021 Highlights

For the year ended December 31, 2021, we had net income from continuing operations of \$279.6 million and Adjusted EBITDA of \$729.4 million. The Company's legacy businesses performed very well throughout 2021, and were further supplemented by our acquisitions in the Engineered Materials segment. These very strong results were achieved, despite challenging industry operating conditions that arose during the second half of the year, including high utility costs and constraints in material, labor and energy. Additionally, the Company delivered strong cash generation during 2021 and returned significant cash to our shareholders, purchasing approximately 1.0 million ordinary shares for total value of \$50.0 million and declaring quarterly dividends for an aggregate value of \$0.80 per ordinary share, or \$31.4 million. Refer to the discussion below for further information and refer to "Non-GAAP Performance Measures" for discussion of our use of non-GAAP measures in evaluating our performance and a reconciliation of these measures. Highlights for the year are described below.

**Portfolio Transformation:** In 2021, we made significant strides in the Company's strategy to transform into a higher growth, higher margin and less cyclical specialty and sustainable materials provider. Key achievements in this transformation during the year include the following (refer to Note 4 and 5 in the consolidated financial statements for further information):

1. *Acquisition of the PMMA Business* - On May 3, 2021, the Company closed on the PMMA Acquisition for a purchase price of \$1,364.9 million, funded primarily using proceeds from new debt financing arrangements, as described below. PMMA is a transparent and rigid plastic with a wide range of end uses, and complements Trinseo's existing offerings across several end markets including automotive, building & construction, medical and consumer electronics. The results of this business are included within the Company's Engineered Materials segment.
2. *Acquisition of Aristech Surfaces* - On September 1, 2021, the Company closed on the Aristech Surfaces Acquisition for a purchase price of \$449.5 million, funded with cash on hand and existing credit facilities. Aristech Surfaces is a leading North America manufacturer and global provider of PMMA continuous cast and solid surface sheets, serving the wellness, architectural, transportation and industrial markets. Its products are used for a variety of applications, including the construction of hot tubs, swim spas, counter-tops, signage, bath products and recreational vehicles. The results of this business are included within the Company's Engineered Materials segment.
3. *Divestiture of Synthetic Rubber Business* - On December 1, 2021, the Company completed the divestiture of our Synthetic Rubber business to Synthos S.A. and certain of its subsidiaries (together, "Synthos") for a purchase price of \$402.4 million, which reflected reductions of approximately \$41.6 million for the assumption of pension liabilities by Synthos, and \$47.0 million for net working capital (excluding inventory) retained by Trinseo. The sale resulted in the recognition of an after-tax gain of \$117.8 million, which was recorded during the fourth quarter of 2021. At closing, Trinseo and Synthos executed a long-term supply agreement, under which we will supply Synthos with certain raw materials used in the Synthetic Rubber business subsequent to the sale.
4. *Exploration of Divestiture of Styrenics Businesses* - In the fourth quarter of 2021, Trinseo announced that we have begun work to explore the divestiture of the Company's styrenics businesses, for which we launched a formal sales process in January 2022. The scope of this potential divestiture is expected to include the Feedstocks and Polystyrene reporting segments as well as our 50% ownership of Americas Styrenics.
5. *Acquisition of Heathland* - On December 3, 2021, the Company entered into a definitive agreement to acquire Heathland, a leading collector and recycler of post-consumer and post-industrial plastic wastes in Europe. The acquisition closed on January 3, 2022 for a preliminary cash purchase price of €20.0 million, subject to customary working capital and other closing adjustments, and up to €10.0 million contingent payments to be

paid based on criteria as defined in the agreement. Heathland is based in Utrecht, the Netherlands, and is focused on converting post-consumer and post-industrial PMMA, PC, ABS, polystyrene, and other thermoplastic waste for use in a wide range of high-end applications. The acquisition of Heathland aligns with Trinseo's strategy to transform into specialty materials and sustainable solutions provider.

**Capital Structure and Shareholder Return:** In 2021, we executed transactions and took steps to improve and streamline the Company's infrastructure, adjust our capital structure to support strategic initiatives, and return value to our shareholders. The key specific actions we took during the year in this pursuit include:

1. *Redomiciliation to Ireland* - On October 8, 2021, we completed the cross-border merger transaction, as approved by our shareholders at our annual meeting, pursuant to which our former publicly-traded parent company, Trinseo S.A., a Luxembourg limited liability company, was merged with and into Trinseo PLC, an Irish public limited company, as successor issuer to Trinseo S.A. (the "Redomiciliation"). The Redomiciliation is expected to provide Trinseo with a favorable legal and regulatory infrastructure, simplify regulatory requirements, provide dividend withholding tax benefits to shareholders and provide operational efficiencies and reductions in its operating and administrative costs. Refer to Item 1 — Business and Note 1 in the consolidated financial statements for more information on the Redomiciliation.
2. *Entry into New Financing Arrangements* - On March 24, 2021, the Company issued \$450.0 million aggregate principal amount of 5.125% senior notes due 2029 (the "2029 Senior Notes"). Further, on May 3, 2021, in conjunction with the closing of the PMMA Acquisition, the Company entered into \$750.0 million in incremental term loan borrowings (the "2028 Term Loan B") under our existing senior secured credit facility. The net proceeds from the 2029 Senior Notes and the 2028 Term Loan B, as well as available cash, were used to fund the PMMA Acquisition. Refer to Note 12 in the consolidated financial statements for further information.
3. *Share Repurchases* - In December 2021, the Company's board of directors authorized the repurchase of up to \$200.0 million of the Company's ordinary shares. Under this authority, the Company purchased approximately 1.0 million ordinary shares from our shareholders through open market transactions for an aggregate purchase price of \$50.0 million (of which \$1.9 million of repurchases were not yet settled but were accrued on the consolidated balance sheet as of December 31, 2021).

## Results of Operations

### Results of Operations for the Years Ended December 31, 2021, 2020, and 2019

The table below sets forth our historical results of operations, and these results as a percentage of net sales for the periods indicated. Prior period amounts herein have been recast in conjunction with adjustments made for the Company's classification of the Synthetic Rubber business as discontinued operations.

(in millions)	Year Ended December 31,					
	2021	%	2020	%	2019	%
Net sales	\$ 4,827.5	100 %	\$ 2,744.6	100 %	\$ 3,373.9	100 %
Cost of sales	4,128.6	86 %	2,423.5	88 %	3,073.5	91 %
Gross profit	698.9	14 %	321.1	12 %	300.4	9 %
Selling, general and administrative expenses	323.4	7 %	227.5	8 %	276.9	8 %
Equity in earnings of unconsolidated affiliates	92.7	2 %	67.0	2 %	119.0	4 %
Impairment charges	6.8	— %	11.0	— %	—	— %
Operating income	461.4	9 %	149.6	6 %	142.5	5 %
Interest expense, net	79.4	2 %	43.6	2 %	39.3	1 %
Acquisition purchase price hedge loss (gain)	22.0	— %	(7.3)	— %	—	— %
Other expense, net	9.5	— %	7.9	— %	3.4	— %
Income from continuing operations before income taxes	350.5	7 %	105.4	4 %	99.8	4 %
Provision for income taxes	70.9	1 %	42.7	2 %	12.7	— %
Net income from continuing operations	\$ 279.6	6 %	\$ 62.7	2 %	\$ 87.1	4 %
Net income (loss) from discontinued operations, net of income taxes	160.4	3 %	(54.8)	(2)%	4.9	— %
Net income	<u>\$ 440.0</u>	<u>9 %</u>	<u>\$ 7.9</u>	<u>— %</u>	<u>\$ 92.0</u>	<u>4 %</u>

#### 2021 vs. 2020

##### *Net Sales*

Of the 76% increase in net sales, 53% was due to higher selling prices resulting mainly from the pass through of higher raw material costs. An additional 17% increase was due to the contribution from our acquisitions in 2021, including the PMMA Acquisition, which closed on May 3, 2021 and the Aristech Surfaces Acquisition, which closed on September 1, 2021. Higher sales volume increased net sales by 4%.

##### *Cost of Sales*

The 70% increase in cost of sales was primarily attributable to a 48% increase in raw material costs, an 18% increase related to our acquisitions, and a 5% increase from higher utility costs.

##### *Gross Profit*

The increase in gross profit of 118% was primarily attributable to higher margins from strong demand and tight supply mainly in polystyrene, ABS, and PC, higher volume in Latex Binders, Base Plastics and Engineered Materials, as well as contributions from our acquisitions. See the segment discussion below for further information.

*Selling, General and Administrative Expenses*

The \$95.9 million, or 42%, increase in SG&A was primarily due to an increase in personnel costs of \$42.5 million due to the Company's improved performance during 2021 and the addition of personnel from acquisitions, as well as an increase of \$44.4 million in acquisition transaction and integration costs, primarily related to the PMMA Acquisition and the Aristech Surfaces Acquisition. There were additional increases of \$13.8 million from costs associated with the Company's strategic initiatives and \$6.4 million attributable to foreign exchange rate impacts. These increases were partially offset by a decrease of \$18.1 million from lower advisory and professional fees, mainly related to the Company's transition of business and technical services from Dow in 2020.

*Equity in Earnings of Unconsolidated Affiliates*

The increase in equity earnings of \$25.7 million was due to higher equity earnings from Americas Styrenics, mainly attributable to higher polystyrene sales volume and higher polystyrene and styrene margins in North America.

*Impairment Charges*

During the years ended December 31, 2021 and 2020, the Company recorded impairment charges of \$6.8 million and \$11.0 million, respectively, primarily related to our Boehlen styrene monomer assets. Refer to Note 14 in the consolidated financial statements for further information.

*Interest Expense, Net*

The increase in interest expense, net of \$35.8 million, or 82%, was primarily attributable to the Company's issuance of the 2029 Senior Notes in the first quarter of 2021 and the 2028 Term Loan B during the second quarter of 2021. Refer to Note 12 in the consolidated financial statements for further information.

*Acquisition purchase price hedge loss (gain)*

During the years ended December 31, 2021 and 2020, the Company recorded an acquisition purchase price hedge loss (gain) of \$22.0 million and \$(7.3) million, respectively, due to the change in fair value of the Company's forward currency hedge arrangement on the euro-denominated purchase price of the PMMA business.

*Other Expense, Net*

Other expense, net for the year ended December 31, 2021 was \$9.5 million, which included \$5.2 million of expense related to the non-service cost components of net periodic benefit cost and \$4.5 million of transfer taxes associated with the PMMA Acquisition. These expense amounts were partially offset by foreign exchange transaction gains of \$1.3 million, which included \$61.9 million of foreign exchange transaction losses primarily from 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 \$63.2 million of gains from our foreign exchange forward contracts, excluding the acquisition purchase price hedge. Also included in Other expense, net was \$0.5 million of loss on extinguishment of debt related to the Company's new financing arrangements entered into during the year.

Other expense, net for the year ended December 31, 2020 was \$7.9 million, which included \$5.5 million of expense related to the non-service cost components of net periodic benefit cost and foreign exchange transaction losses of \$1.9 million. Net foreign transaction losses included \$24.4 million of foreign exchange transaction gains primarily from 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, which were more than offset by \$26.3 million of losses from our foreign exchange forward contracts, excluding the acquisition purchase price hedge.

*Provision for Income Taxes*

Provision for income taxes was \$70.9 million and \$42.7 million for the years ended December 31, 2021 and 2020, which resulted in an effective tax rate of 20% and 40%, respectively. The increase in provision for income taxes was primarily driven by the \$245.1 million increase in income from continuing operations before income taxes, partially offset by a release of a valuation allowance of \$16.3 million in 2021, as a result of improvements in business operations and projected future results of the Company's subsidiaries in China.

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*Net Income (Loss) from Discontinued Operations, Net of Income Taxes*

Net income (loss) from discontinued operations, net of income taxes during the years ended December 31, 2021 and 2020 was \$160.4 million and \$(54.8) million, respectively, and was related to the results of our Synthetic Rubber business, including the divestiture of the business on December 1, 2021. This sale resulted in the recognition of an after-tax gain of \$117.8 million, which is reflected in the results for the year ended December 31, 2021. Refer to Note 5 in the consolidated financial statements for further information.

**2020 vs. 2019**

*Net Sales*

Of the 19% decrease in net sales, 13% was due to lower selling prices resulting mainly from the pass through of lower raw material costs. An additional 6% decrease was due to lower sales volume, primarily within the Base Plastics and Feedstocks segments, mainly due to the impacts related to the COVID-19 pandemic.

*Cost of Sales*

Of the 21% decrease in cost of sales, 16% was due to lower raw material costs, primarily from styrene and butadiene, as well as a 5% decrease due to lower sales volume primarily from the Base Plastics and Feedstocks segments.

*Gross Profit*

The decrease in gross profit of 7% was primarily to lower sales volumes related to COVID-19 as well as an unfavorable net raw material timing impact in comparison to the prior year. See the segment discussion below for further information.

*Selling, General and Administrative Expenses*

The \$49.4 million, or 18%, decrease in selling, general, and administrative expenses was due to several factors. Lower advisory and professional fees, mainly related to the Company's transition of business and technical services from Dow, which was largely completed in the first quarter of 2020, resulted in a \$28.2 million decrease. Also contributing to the decrease were various management actions taken to control operating costs in response to COVID-19, including a \$9.7 million decrease in travel-related expenses, as well as a decrease in restructuring costs of \$12.5 million, primarily related to the Company's corporate restructuring program, which was initiated in the fourth quarter of 2019. Partially offsetting these decreases was an increase in acquisition costs of \$7.5 million, which was principally attributable to the costs incurred in 2020 related to the proposed acquisition of the Arkema business.

*Equity in Earnings of Unconsolidated Affiliates*

The decrease in equity earnings of \$52.0 million was due to lower equity earnings from Americas Styrenics, mainly attributable to lower styrene margins and volume-related impacts from COVID-19 in 2020.

*Impairment Charges*

During the year ended December 31, 2020, the Company recorded impairment charges of \$11.0 million related to our Boehlen styrene monomer assets. There were no impairment charges recorded during the year ended December 31, 2019. Refer to Note 14 in the consolidated financial statements for further information.

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*Interest Expense, Net*

The \$4.3 million, or 11%, increase in interest expense, net was primarily attributable to a \$7.4 million reduction in interest benefit recorded as a result of the Company's entry into a new CCS arrangement in February 2020. This was partially offset by the net decrease in interest expense of \$2.6 million attributable to lower interest rates during 2020 as compared to 2019.

*Acquisition purchase price hedge loss (gain)*

During the year ended December 31, 2020, the Company recorded an acquisition purchase price hedge gain of \$7.3 million due to the change in fair value of the Company's forward currency hedge arrangement on the euro-denominated purchase price of the PMMA business. No such gains or losses were recognized in 2019.

*Other Expense, Net*

Other expense, net for the year ended December 31, 2020 was \$7.9 million, which included \$5.5 million of expense related to the non-service cost components of net periodic benefit cost and foreign exchange transaction losses of \$1.9 million. Net foreign transaction losses included \$24.4 million of foreign exchange transaction gains primarily from 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, which were more than offset by \$26.3 million of losses from our foreign exchange forward contracts, excluding the acquisition purchase price hedge.

Other expense, net for the year ended December 31, 2019 was \$3.4 million, which included \$5.3 million of expense related to the non-service cost components of net periodic benefit cost and foreign exchange transaction gains of \$1.6 million. Net foreign transaction losses included \$6.4 million of foreign exchange transaction losses primarily from 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, which were more than offset by \$8.0 million of gains from our foreign exchange forward contracts.

*Provision for Income Taxes*

Provision for income taxes was \$42.7 million and \$12.7 million for the years ended December 31, 2020 and 2019, which resulted in an effective tax rate of 40% and 13%, respectively. The increase in the provision for income taxes was primarily driven by the one-time deferred tax benefit of \$65.0 million recorded in 2019 as a result of changes in the Swiss federal and cantonal tax rules. This one-time benefit was partially offset by a \$25.3 million valuation allowance for the portion of the cantonal deferred tax asset that more likely than not will expire before utilization. Refer to Note 15 in the consolidated financial statements for further information. Excluding this one-time net benefit of \$39.7 million in 2019, the provision for income taxes decreased \$9.7 million, due primarily to the decrease in income from continuing operations before income taxes.

*Net Income (Loss) from Discontinued Operations, Net of Income Taxes*

Net income (loss) from discontinued operations, net of income taxes during the years ended December 31, 2020 and 2019 was \$(54.8) million and \$4.9 million, respectively, and was related to the results of our Synthetic Rubber business. The results for the year ended December 31, 2020 were adversely impacted by significant headwinds to the Synthetic Rubber business from COVID-19 impacts, as well as impairment charges of \$28.1 million recorded during the period. Refer to Note 5 in the consolidated financial statements for further information.

**Selected Segment Information**

The Company's reportable segments are as follows: Engineered Materials, Latex Binders, Base Plastics, Polystyrene, Feedstocks, and Americas Styrenics. Refer to Item 1—*Business* for a description of our segments, including a detailed overview, products and end uses, and competition and customers.

The following sections present net sales, Adjusted EBITDA, and Adjusted EBITDA margin by segment for the years ended December 31, 2021, 2020, and 2019. Inter-segment sales have been eliminated. Refer to Note 20 in the consolidated financial statements for a detailed definition of Adjusted EBITDA and a reconciliation of income from

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continuing operations before income taxes to segment Adjusted EBITDA. Beginning in the second quarter of 2021, the Company reported the results of the Synthetic Rubber business, as discontinued operations in the consolidated statement of operations for all periods presented, and therefore, it is no longer presented as a separate reportable segment. Refer to Note 5 in the consolidated financial statements for further information.

**Engineered Materials Segment**

(\$ in millions)	Year Ended			Percentage Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019
Net sales	\$ 755.0	\$ 194.9	\$ 209.9	287 %	(7)%
Adjusted EBITDA	\$ 94.8	\$ 34.6	\$ 31.4	174 %	10 %
Adjusted EBITDA margin	13 %	18 %	15 %		

*2021 vs. 2020*

Of the \$560.1 million, or 287%, increase in net sales, \$468.4 million, or 240%, was attributable to the contribution from the acquisitions of the PMMA business and Aristech Surfaces. An additional 26% was attributable to increased sales volumes, mostly due to higher sales to consumer electronics customers in Asia, and an additional 19% was due to increased prices primarily from the pass through of higher raw materials.

Adjusted EBITDA increased \$60.2 million, or 174%, of which \$71.0 million, or 206%, was attributable to the contribution from the acquisitions of the PMMA business and Aristech Surfaces. Also contributing to the change was an increase of 61% from increased sales volumes, mainly to consumer electronics customers in Asia, offset by a decrease of 78% from lower margins due to higher raw materials costs and a decrease of 12% due to higher fixed costs. During the fourth quarter of 2021, including the acquired businesses, segment results were lower than anticipated due to approximately \$25.0 million of higher natural gas, freight, and raw material costs, primarily due to an unprecedented, short-term spike in natural gas prices in Europe.

*2020 vs. 2019*

The 7% decrease in net sales was attributable to a 4% decrease in sales volume, due to COVID-19 impacts, as well as a 3% decrease in pricing from the pass through of lower raw material costs.

Adjusted EBITDA increased by \$3.2 million, or 10%, compared to the prior year. This increase was primarily due to a \$4.2 million, or 13%, increase in margins, primarily due to commercial excellence pricing actions. Also contributing to the increase was a \$0.8 million, or 2%, increase due to lower fixed costs. These effects were partially offset by a decrease of \$3.0 million, or 10%, from lower sales volume.

**Latex Binders Segment**

(\$ in millions)	Year Ended			Percentage Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019
Net sales	\$ 1,183.4	\$ 767.1	\$ 902.8	54 %	(15)%
Adjusted EBITDA	\$ 106.5	\$ 76.6	\$ 76.7	39 %	(0)%
Adjusted EBITDA margin	9 %	10 %	8 %		

*2021 vs. 2020*

The 54% increase in net sales was primarily due to a 46% increase in pricing from the pass through of raw material costs, mainly styrene and butadiene. Additionally, there was an increase of 6% due to increased sales volume for the

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period, which was driven by higher sales to CASE and paper applications, noting that sales volume to CASE applications alone increased 21% in comparison to prior year.

The \$29.9 million, or 39%, increase in Adjusted EBITDA was primarily due to an increase of \$22.4 million, or 29%, in sales volume as discussed above. The increase was also due to higher margins of \$15.4 million, or 20%, including impacts from commercial excellence initiatives. These effects were partially offset by a decrease of \$11.4 million, or 15%, due to higher fixed costs.

*2020 vs. 2019*

Of the 15% decrease in net sales, 15%, or nearly all of the decrease, was due to lower pricing from the pass through of lower raw material costs.

Adjusted EBITDA remained consistent year over year, with a minor decrease of \$0.1 million driven by several offsetting factors. There was a decrease of \$6.4 million, or 8%, from a negative net timing variance as well as a decrease of \$2.0 million, or 3%, from lower volume and a decrease of \$1.6 million, or 2%, due to higher fixed costs. These decreases were partially offset by an increase of \$6.4 million, or 8%, mainly due to improved portfolio and product mix, as well as commercial excellence actions, and an increase of \$4.2 million, or 5%, attributable to lower freight and utility costs.

**Base Plastics Segment**

(\$ in millions)	Year Ended			Percentage Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019
Net sales	\$ 1,497.9	\$ 918.2	\$ 1,156.3	63 %	(21)%
Adjusted EBITDA	\$ 314.2	\$ 106.0	\$ 98.7	196 %	7 %
Adjusted EBITDA margin	21 %	12 %	9 %		

*2021 vs. 2020*

Of the 63% increase in net sales, 53% was due to higher pricing from the pass through of raw material costs, primarily styrene. Additionally, there was a 7% increase due to higher sales volumes, mainly to building and construction applications, and a 3% increase due to favorable foreign exchange rate impacts.

The \$208.2 million, or 196%, increase in Adjusted EBITDA was primarily due to higher margins, which contributed \$167.3 million, or 158%, particularly in ABS and PC products attributable to commercial excellence initiatives as well as tight supply and strong demand. There was an additional increase of \$26.0 million, or 25%, due to increased volumes as discussed above as well as an increase of \$12.5 million, or 12%, due to foreign exchange rate impacts.

*2020 vs. 2019*

Of the 21% decrease in net sales, 12% was due to lower sales volume, primarily related to lower sales to automotive applications from COVID-19 impacts, and 10% was due to lower pricing from the pass through of lower raw material costs.

Adjusted EBITDA increased by \$7.3 million, or 7%, compared to the prior year. This increase was due to a \$32.0 million, or 32%, increase in margins as a result of favorable pricing actions and tighter market conditions in the second

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half of the year. An additional \$10.4 million, or 11%, increase was due to lower fixed costs. These effects were partially offset by lower sales volume of \$34.3 million, or 35%.

**Polystyrene Segment**

(\$ in millions)	Year Ended December 31,			Percentage Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019
Net sales	\$ 1,118.8	\$ 698.9	\$ 809.4	60 %	(14)%
Adjusted EBITDA	\$ 183.1	\$ 79.4	\$ 54.4	131 %	46 %
Adjusted EBITDA margin	16 %	11 %	7 %		

*2021 vs. 2020*

Of the 60% increase in net sales, 65% was due to higher pricing primarily from the pass through of higher styrene costs to our customers. This increase was slightly offset by decreased sales volume of 5% caused by raw material constraints and a planned production outage as well as higher demand in the prior year for COVID-19 essential applications such as packaging.

The \$103.7 million, or 131%, increase was due to higher margins resulting from commercial excellence initiatives and tight market conditions, which resulted in an increase of \$119.5 million, or 150%. These effects were partially offset by a decrease of \$8.1 million, or 10%, from lower sales volume as noted above as well as higher fixed costs resulting in a decrease of \$5.9 million, or 7%.

*2020 vs. 2019*

Of the 14% decrease in net sales, 19% was due to lower pricing from the pass through of lower styrene costs to our customers. This was partially offset by an increase of 4% due to increased sales volume.

Adjusted EBITDA increased by \$25.0 million, or 46%, compared to the prior year. Higher margins, primarily from pricing initiatives and tighter market conditions, resulted in a \$22.4 million, or 41%, increase. Also contributing to the increase was a \$6.3 million, or 12%, increase in sales volume.

**Feedstocks Segment**

(\$ in millions)	Year Ended December 31,			Percentage Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019
Net sales	\$ 272.4	\$ 165.5	\$ 295.5	65 %	(44)%
Adjusted EBITDA	\$ 33.7	\$ 3.2	\$ 6.5	953 %	(51)%
Adjusted EBITDA margin	12 %	2 %	2 %		

*2021 vs. 2020*

Of the 65% increase in net sales, 74% was due to higher pricing from the pass through of higher styrene prices. This effect was partially offset by a 10% decrease due to lower styrene-related sales volume.

The increase of \$30.5 million in Adjusted EBITDA was primarily due to higher styrene margins in Europe, despite significantly higher utility costs from high natural gas prices, resulting in an increase of \$41.3 million. This effect was

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partially offset by negative impacts of \$7.8 million due to foreign exchange rates as well as \$2.2 million due to higher fixed costs.

*2020 vs. 2019*

Of the 44% decrease in net sales, 25% was due to lower styrene-related sales volume and 19% was due to lower pricing from the pass through of lower styrene prices.

Adjusted EBITDA decreased by \$3.3 million, or 51%, compared to the prior year. Lower margins resulted in a \$4.8 million, or 74%, decrease due to unfavorable net timing and portfolio mix. An additional 52% decrease was attributable to currency impacts. These decreases were partially offset by lower fixed costs driven by the Company's overall cost reduction initiatives, which resulted in a 61% increase.

**Americas Styrenics Segment**

(\$ in millions)	Year Ended			Percentage Change	
	2021	2020	2019	2021 vs. 2020	2020 vs. 2019
Adjusted EBITDA*	\$ 92.7	\$ 67.0	\$ 119.0	38 %	(44)%

*\*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.*

*2021 vs. 2020*

The increase in Adjusted EBITDA was mainly due to increased polystyrene sales volume and higher styrene and polystyrene margins in North America, primarily attributable to COVID-19 related impacts in the prior year as well as tight supply conditions caused by weather related and other events.

*2020 vs. 2019*

The 44% decrease in Adjusted EBITDA was mainly due to lower styrene margins in North America, volume-related impacts from COVID-19, and the impact from the planned turnaround at its St. James, Louisiana styrene facility in the first quarter of 2020.

**Outlook**

Based on the strong demand in many of our end markets, as well as our commercial excellence programs and the synergies from our acquired businesses, we expect that 2022 will be another year of solid earnings and strong cash generation. As discussed above in “2021 Highlights,” there were challenges in late 2021 due to high energy prices and adverse supply chain and production conditions, however, we have navigated through these situations and have successfully continued providing unique product solutions to our customers. We will continue to move forward with our transformation strategy, including progressing on our process to divest the styrenics businesses, and achieving our sustainability goals.

**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 accounting principles generally accepted in the United States of America ("GAAP").

Adjusted EBITDA is calculated as follows for the years ended December 31, 2021, 2020, and 2019. Prior period amounts herein have been recast in conjunction with adjustments made for the Company's classification of the Synthetic Rubber business as discontinued operations.

(in millions)	Year Ended December 31,		
	2021	2020	2019
<b>Net income</b>	<b>\$ 440.0</b>	<b>\$ 7.9</b>	<b>\$ 92.0</b>
Net income (loss) from discontinued operations	160.4	(54.8)	4.9
Net income from continuing operations	279.6	62.7	87.1
Interest expense, net	79.4	43.6	39.3
Provision for income taxes	70.9	42.7	12.7
Depreciation and amortization	167.5	92.6	91.5
<b>EBITDA<sup>(a)</sup></b>	<b>\$ 597.4</b>	<b>\$ 241.6</b>	<b>\$ 230.6</b>
Net gain on disposition of businesses and assets	(0.6)	(0.4)	(0.7)
Restructuring and other charges <sup>(b)</sup>	9.0	5.6	16.8
Acquisition transaction and integration net costs (benefit) <sup>(c)</sup>	75.3	9.1	(0.9)
Acquisition purchase price hedge loss (gain) <sup>(d)</sup>	22.0	(7.3)	—
Asset impairment charges or write-offs <sup>(e)</sup>	6.8	11.0	—
Other items <sup>(f)</sup>	19.5	25.5	55.4
<b>Adjusted EBITDA</b>	<b>\$ 729.4</b>	<b>\$ 285.1</b>	<b>\$ 301.2</b>

- (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) Restructuring and other charges for the years ended December 31, 2021, 2020, and 2019 primarily relate to employee termination benefit charges as well as contract termination charges incurred in connection with the Company's transformational and corporate restructuring programs. Additionally, a portion of the restructuring and other charges for the years ended December 31, 2019 relate to decommissioning and employee termination benefit charges incurred in connection with the upgrade and replacement of our compounding facility in Terneuzen, The Netherlands as well as our decision to cease manufacturing activities at our latex binders manufacturing facility in Livorno, Italy. Refer to Note 21 in the consolidated financial statements for further information regarding restructuring activities.

Note that the accelerated depreciation charges incurred as part of both the Company's corporate restructuring program and the upgrade and replacement of the Company's compounding facility in Terneuzen, The Netherlands are included within the "Depreciation and amortization" caption above, and therefore are not included as a separate adjustment within this caption.

- (c) Acquisition transaction and integration net costs (benefit) for the years ended December 31, 2021 and 2020 relate to expenses incurred for the PMMA Acquisition and the Aristech Surfaces Acquisition. Acquisition transaction and integration net benefit amounts for the year ended December 31, 2019 are primarily comprised of the bargain purchase gain recorded in conjunction with the Company's acquisition of latex binders production assets and related site infrastructure in Rheinmünster, Germany, partially offset by certain jurisdictional asset transfer taxes and advisory and professional fees incurred related to this acquisition.
- (d) The acquisition purchase price hedge loss (gain) for the years ended December 31, 2021 and 2020 relates to the change in fair value of the Company's forward currency hedge arrangement that economically hedged the euro-denominated purchase price of the PMMA business. Refer to Note 13 in the consolidated financial statements for further information.
- (e) Asset impairment charges or write-offs for the years ended December 31, 2020 relate to the impairment of the Company's styrene monomer assets in Boehlen, Germany. Refer to Note 14 in the consolidated financial statements for further information.
- (f) Other items for the year ended December 31, 2021 primarily relate to fees incurred in conjunction with certain of the Company's strategic initiatives, including our ERP upgrade project. Other items for the years ended December 31, 2020 and 2019 primarily relate to advisory and professional fees incurred in conjunction with our initiative to transition business services from Dow, including certain administrative services such as accounts payable, logistics, and IT services, which was substantially completed in 2020, as well as fees incurred in conjunction with certain of the Company's strategic initiatives.

### Liquidity and Capital Resources

#### Cash Flows

The table below summarizes our primary sources and uses of cash for the years ended December 31, 2021, 2020, and 2019. We have derived the summarized cash flow information from our audited financial statements. Prior period amounts herein have been recast in conjunction with adjustments made for the Company's classification of the Synthetic Rubber business as discontinued operations, as described in Note 5 of the consolidated financial statements and in Item 1—*Business*.

(in millions)	Year Ended December 31,		
	2021	2020	2019
<b>Net cash provided by (used in):</b>			
Operating activities - continuing operations	\$ 456.0	\$ 216.8	\$ 241.9
Operating activities - discontinued operations	(3.3)	38.6	80.6
Operating activities	452.7	255.4	322.5
Investing activities - continuing operations	(1,936.2)	(3.0)	(83.2)
Investing activities - discontinued operations	396.5	(21.2)	(26.1)
Investing activities	(1,539.7)	(24.2)	(109.3)
Financing activities	1,075.7	(104.3)	(206.7)
Effect of exchange rates on cash	(4.4)	4.4	(1.4)
Net change in cash, cash equivalents, and restricted cash	\$ (15.7)	\$ 131.3	\$ 5.1

#### Operating Activities

Net cash provided by operating activities from continuing operations during the year ended December 31, 2021 totaled \$456.0 million, driven by strong earnings, and inclusive of dividends received from Americas Styrenics of \$85.0 million. Partially offsetting these factors was a \$23.0 million reduction in operating cash from a net working capital use during the period, primarily attributable to increases in raw material costs. Net cash used in operating activities from discontinued operations during the year ended December 31, 2021 totaled \$3.3 million, and was related to the operations of our Synthetic Rubber business, which was sold during the period. As discussed in Note 5 to the consolidated financial statements, the sale of our Synthetic Rubber business excluded the transfer of net working capital (excluding inventory).

As a result, the release of this working capital, the majority of which will occur in the first quarter of 2022, is or will be included in our continuing operating cash flows.

Net cash provided by operating activities from continuing operations during the year ended December 31, 2020 totaled \$216.8 million. This increase in cash was driven by a \$83.6 million increase in operating cash generated from a net working capital release during the period, which was primarily attributable to the Company's liquidity-focused actions during the height of the COVID-19 pandemic, including reduced capital spending, operating expenses, and working capital, as well as the impact of lower raw material prices and sales volumes. Net cash provided by operating activities from discontinued operations during the year ended December 31, 2020 totaled \$38.6 million, and was also driven by the aforementioned liquidity-focused actions.

Net cash provided by operating activities from continuing operations during the year ended December 31, 2019 totaled \$241.9 million, inclusive of \$110.0 million of dividends received from Americas Styrenics. This increase in cash was driven by a \$98.6 million increase in operating cash generated from a net working capital release during the period, which was primarily attributable to decreases of \$66.6 million in accounts receivable and \$43.1 million in inventories, due to lower raw material prices and lower sales volumes, as well as lower days sales in inventory. Net cash provided by operating activities from discontinued operations during the year ended December 31, 2019 totaled \$80.6 million, and was also driven by lower raw material prices and lower sales volumes during the period.

#### *Investing Activities*

Net cash used in investing activities from continuing operations during the year ended December 31, 2021 totaled \$1,936.2 million, which was primarily attributable to net cash paid for asset or business acquisitions of \$1,804.0 million (see Note 4), capital expenditures of \$117.7 million, and payments for the settlement of hedging instruments of \$14.7 million (related to the acquisition purchase price hedge – see Note 13). Net cash provided by investing activities from discontinued operations during the year ended December 31, 2021 totaled \$396.5 million, which was primarily attributable to cash received from the sale of the Synthetic Rubber business.

Capital expenditures for 2022 are expected to be approximately \$180.0 million, inclusive of spending for both growth initiatives as well as compliance and maintenance costs.

Net cash used in investing activities from continuing operations during the year ended December 31, 2020 totaled \$3.0 million. This activity included capital expenditures of \$66.6 million, partially offset by proceeds from the settlement of hedging instruments of \$51.6 million as well as proceeds of \$11.9 million from the sale of our former latex binders manufacturing facility in Livorno, Italy. Net cash used in investing activities from discontinued operations during the year ended December 31, 2020 totaled \$21.2 million, which was attributable to capital expenditures of \$15.7 million as well as cash paid for a cost method investment of \$5.5 million.

Net cash used in investing activities from continuing operations during the year ended December 31, 2019 totaled \$83.2 million, primarily resulting from capital expenditures of \$84.0 million. Net cash used in investing activities from discontinued operations during the year ended December 31, 2019 totaled \$26.1 million, which was entirely attributable to capital expenditures.

#### *Financing Activities*

Net cash provided by financing activities during the year ended December 31, 2021 totaled \$1,075.7 million. This activity was primarily due to \$746.3 million in proceeds from the issuance of the 2028 Term Loan B, \$450.0 million in proceeds from the issuance of the 2029 Senior Notes, and \$11.0 million in proceeds from exercise of option awards. This activity was partially offset by \$48.1 million of ordinary share repurchases, \$35.4 million of deferred financing fees paid, \$14.6 million of net repayments of short-term borrowings, \$21.9 million of dividend payments, and \$10.7 million of net principal payments related to our 2024 Term Loan B and 2028 Term Loan B during the period.

Net cash used in financing activities during the year ended December 31, 2020 totaled \$104.3 million. This activity was primarily due to \$61.8 million of dividends paid, \$25.0 million of payments related to the repurchase of ordinary shares, \$12.6 million net repayments of short-term borrowings, and \$6.9 million of net principal payments related to our 2024 Term Loan B during the period. Additionally, net cash used in financing activities included \$0.6 million of withholding taxes paid related to the vesting of certain Restricted Share Units ("RSUs") during the period, which was more than offset by \$2.6 million of proceeds received from the exercise of option awards.

Net cash used in financing activities during the year ended December 31, 2019 totaled \$206.7 million. This activity was primarily due to \$119.7 million of ordinary shares repurchases, \$65.7 million of dividends paid, \$7.0 million of net principal payments related to our 2024 Term Loan B during the period, and \$10.6 million net repayments of short-term borrowings. Additionally, net cash used in financing activities included \$4.6 million of withholding taxes paid related to the vesting of certain RSUs during the period, partially offset by \$0.9 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 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)	Year Ended December 31,		
	2021	2020	2019
Cash provided by operating activities	\$ 452.7	\$ 255.4	\$ 322.5
Capital expenditures	(123.5)	(82.3)	(110.1)
<b>Free Cash Flow</b>	<b>\$ 329.2</b>	<b>\$ 173.1</b>	<b>\$ 212.4</b>

Refer to the discussion above for significant impacts to cash provided by operating activities for the years ended December 31, 2021, 2020, and 2019.

**Capital Resources, Indebtedness 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 the return of capital to shareholders via dividend payments and ordinary share repurchases, when deemed appropriate. Our sources of liquidity include cash on hand, cash flow from continuing operations, and amounts available under the Senior Credit Facility and the Accounts Receivable Securitization Facility (discussed further below).

As of December 31, 2021 and 2020, we had \$2,368.8 million and \$1,187.3 million, respectively, in outstanding indebtedness and \$1,064.1 million and \$983.3 million, respectively, in working capital (calculated as current assets from continuing operations less current liabilities from continuing operations). In addition, as of December 31, 2021 and 2020, we had \$560.6 million and \$172.8 million, respectively, of foreign cash and cash equivalents on our consolidated balance sheets, outside of our country of domicile, which was Ireland as of December 31, 2021 and Luxembourg as of December 31, 2020, 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. For a detailed description of the Company's debt structure, borrowing rates, and expected future payment obligations, refer to Note 12 in the consolidated financial statements.

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The following table outlines our outstanding indebtedness as of December 31, 2021 and 2020 and the associated interest expense, including amortization of deferred financing fees and issuance discounts. Effective interest rates for the borrowings included in the table below exclude the impact of deferred financing fee amortization, certain other fees charged to interest expense (such as fees for unused commitment fees during the period), and the impacts of derivatives designated as hedging instruments.

(\$ in millions)	As of and for the Year Ended December 31, 2021			As of and for the Year Ended December 31, 2020		
	Balance	Effective Interest Rate	Interest Expense	Balance	Effective Interest Rate	Interest Expense
Senior Credit Facility						
2024 Term Loan B	\$ 670.4	2.1 %	\$ 20.6	\$ 677.3	2.6 %	\$ 23.3
2028 Term Loan B	742.8	2.6 %	15.2	—	—	—
2026 Revolving Facility	—	— %	2.1	—	—	3.7
2029 Senior Notes	450.0	5.1 %	19.0	—	—	—
2025 Senior Notes	500.0	5.4 %	20.7	500.0	5.4 %	19.5
Accounts Receivable Securitization Facility	—	2.0 %	1.8	—	—	1.5
Other indebtedness*	5.6	2.2 %	—	10.0	2.4 %	0.1
<b>Total</b>	<b>\$ 2,368.8</b>		<b>\$ 79.4</b>	<b>\$ 1,187.3</b>		<b>\$ 48.1</b>

*\*For the year ended December 31, 2021, interest expense on “Other indebtedness” totaled less than \$0.1 million.*

Our Senior Credit Facility includes the 2026 Revolving Facility, which matures in May 2026 and has a borrowing capacity of \$375.0 million. As of December 31, 2021, the Company had \$368.6 million of funds available for borrowing (net of \$6.4 million outstanding letters of credit) under the 2026 Revolving Facility. Further, as of December 31, 2021, the Company is required to pay a quarterly commitment fee in respect of any unused commitments under the 2026 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), and our 2028 Term Loan B (with original principal of \$750.0 million, maturing in May 2028), each of which requires scheduled quarterly payments in amounts equal to 0.25% of the original principal. The stated interest rate on our 2024 Term Loan B is London Interbank Offered Rate (“LIBOR”) plus 2.00% (subject to a 0.00% LIBOR floor). The stated interest rate on our 2028 Term Loan B is LIBOR plus 2.50% (subject to a 0.00% LIBOR floor). The Company made net principal payments of \$7.0 million on the 2024 Term Loan B and net principal payments of \$3.7 million on the 2028 Term Loan B during the year ended December 31, 2021, with an additional \$14.5 million of scheduled future payments classified within current debt on the Company’s consolidated balance sheet as of December 31, 2021 related to both the 2024 Term Loan B and 2028 Term Loan B.

Our 2025 Senior Notes issued under the indenture executed in 2017 include \$500.0 million aggregate principal amount of 5.375% senior notes that mature on September 1, 2025. Interest on the 2025 Senior Notes is payable semi-annually on May 3 and November 3 of each year. These Notes may be redeemed prior to their maturity at the option of the Company under certain circumstances at specific redemption prices. Refer to Note 12 in the consolidated financial statements for further information.

Our 2029 Senior Notes, as issued under the indenture executed in 2021, include \$450.0 million aggregate principal amount of 5.125% senior notes that mature on April 1, 2029. Interest on the 2029 Senior Notes is payable semi-annually on February 15 and August 15 of each year, which commenced on August 15, 2021. These Notes may be redeemed prior to their maturity at the option of the Company under certain circumstances at specific redemption prices. Refer to Note 12 in the consolidated financial statements for further information.

We also continue to maintain our Accounts Receivable Securitization Facility, which has an outstanding borrowing capacity of \$150.0 million. The Accounts Receivable Securitization Facility was amended during 2021, and pursuant to the amended terms, it matures in November 2024 and incurs fixed interest charges of 1.65% on outstanding borrowings plus variable commercial paper rates, as well as fixed charges of 0.80% on available, but undrawn commitments. In August 2021, in conjunction with the Aristech Surfaces Acquisition, we drew \$150.0 million on our

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Accounts Receivable Securitization Facility, which was fully repaid as of December 31, 2021. As such, as of December 31, 2021, there were no amounts outstanding under this facility and the Company had approximately \$150.0 million of accounts receivable available to support this facility, based on the pool of eligible accounts receivable. Refer to Note 12 in the consolidated financial statements for further information on the facility.

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 2029 Senior Notes and 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 our subsidiaries will not face transfer restrictions in the future due to regulatory or other reasons beyond our control.

The Senior Credit Facility and Indentures also limit the ability of the Borrowers and Issuers, respectively, to pay dividends or make other distributions to Trinseo PLC, which could then be used to make distributions to shareholders. During the year ended December 31, 2021, the Company declared total dividends of \$0.80 per ordinary share, or \$31.4 million, of which \$13.6 million, inclusive of dividend equivalents, remains accrued as of December 31, 2021 and the majority of which was paid in January 2022. These dividends are well within the available capacity under the terms of the restrictive covenants contained in the Senior Credit Facility and Indentures. 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, and the Company generated positive cash flows during the year ended December 31, 2021. We believe that funds provided by operations, our existing cash, cash equivalent, and restricted cash balances, borrowings available under our 2026 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.

Our ability to generate cash from operations to pay our indebtedness and meet other liquidity needs is subject to certain risks described herein and under Item 1A—*Risk Factors*. As of December 31, 2021, we were in compliance with all the covenants and default provisions under our debt agreements. Refer to Note 12 in the consolidated financial statements for further information on the details of the covenant requirements.

We do not have any off-balance sheet financing arrangements that we believe are reasonably likely to have a material current or future effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

**Contractual Obligations and Commercial Commitments**

The Company’s primary contractual obligations and commercial commitments consist of the payments for principal and interest on our outstanding long-term debt, raw material purchases, funding requirements under our pension and other postretirement benefits, lease commitments, and obligations under our SAR SSAs.

The Company has both fixed and variable-rate long-term debt arrangements, which have varying principal and interest payment requirements over their contractual terms. Refer to the table and section above as well as to Note 12 in the consolidated financial statements for more information on our debt arrangements. Additionally, refer to Item 7A—

*Quantitative and Qualitative Disclosures about Market Risk* for discussion of our interest rate and foreign currency risks related to our debt and debt-related hedging arrangements.

The Company has certain raw material purchase contracts where we are required to purchase certain minimum volumes at the then prevailing market prices. As of December 31, 2021, the Company had \$2,078.2 million of raw material purchase obligations, of which \$859.1 million is due within the next twelve months. These commitments have remaining terms ranging from one to five years. Refer to Note 16 in the consolidated financial statements for more information on raw material purchase commitments. Additionally, refer to Item 1 – Business – *Sources and Availability of Raw Materials* for further description of the sources of our key raw materials.

The Company has various pension and other postretirement plans. The Company is required to make minimum contributions to certain of our funded pension plans and is also obligated to make benefit payments to employees for the unfunded pension plans and other postretirement plans. As of December 31, 2021, the Company's estimated future benefit payments through 2031, reflecting expected future service, as appropriate, was \$137.5 million, of which \$9.7 million is due within the next twelve months. Refer to the section of our Critical Accounting Policies and Estimates entitled "Pension Plans and Postretirement Benefits" for more information on the factors impacting our pension and postretirement costs. Additionally, refer to Note 17 in the consolidated financial statements for more details on these employee benefit plans and the future payments expected to be made for them through 2031.

The Company has operating and finance leases for certain of its plant and warehouse sites, office spaces, rail cars, storage facilities, and equipment. The Company's leases have remaining terms of one month through fourteen years. As of December 31, 2021, the Company's estimated minimum commitments related to our finance and operating lease obligations was \$103.1 million, of which \$23.1 million is due within the next twelve months. Refer to Note 24 in the consolidated financial statements for further information on our lease portfolio and future lease obligations.

As described in Item 1—Business—*Our Relationship with Dow*, the Company is party to SAR SSAs with Dow, which are agreements under which Dow provides certain site services to the Company at Dow-owned locations. Based on our current year known costs and assuming that we continue with the SAR SSAs with similar annualized costs going forward, we estimate our contractual obligations under these agreements to be approximately \$210.3 million annually for 2022 through 2026, and a total of \$2,622.5 million thereafter through June 2039. Refer to the aforementioned section of Item 1 for more information regarding these agreements, including details regarding the rights of the Company and Dow to terminate said agreements.

## **Derivative Instruments**

The Company's ongoing business operations expose it to various risks, including fluctuating foreign exchange rates and interest rate risk. To manage this risk, the Company periodically enters into derivative financial instruments, such as foreign exchange forward contracts and interest rate swap agreements. A summary of these derivative financial instrument programs is described below; however, refer to Note 13 of the consolidated financial statements for further information. The Company does not hold or enter into financial instruments for trading or speculative purposes.

### *Foreign Exchange Forward Contracts*

Certain subsidiaries have assets and liabilities denominated in currencies other than their respective functional currencies, which creates foreign exchange risk. Our principal strategy in managing exposure to changes in foreign currency exchange rates is to naturally hedge the foreign currency-denominated liabilities on our consolidated balance sheets 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 our exposure, the Company uses foreign exchange forward contracts to economically hedge the impact of the variability in exchange rates on our assets and liabilities denominated in certain foreign currencies. These derivative contracts are not designated for hedge accounting treatment.

#### *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 our 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 rate.

#### *Interest Rate Swaps*

The Company enters into interest rate swap agreements to manage our exposure to variability in interest payments associated with the Company's variable rate debt. Under these interest rate swap agreements, which are designated as cash flow hedges, the Company is effectively converting a portion of our variable rate borrowings into a fixed rate obligation to mitigate the risk of variability in interest rates.

#### *Net Investment Hedge*

The Company has certain fixed-for-fixed cross currency swaps ("CCS"), swapping U.S. dollar principal and interest payments on our 2025 Senior Notes for euro-denominated payments, which were designated as a hedge of the Company's net investment in certain European subsidiaries under the forward method through March 31, 2018 through the original CCS agreement entered into on September 1, 2017 ("2017 CCS"). As such, changes in their fair value, to the extent effective, were recorded within the cumulative translation adjustment account as a component of accumulated other comprehensive income or loss ("AOCI") through March 31, 2018.

Effective April 1, 2018, in conjunction with the adoption of previously issued hedging accounting guidance, the Company elected as an accounting policy to re-designate the 2017 CCS as a net investment hedge (and any future similar hedges) under the spot method. As such, changes in the fair value of the 2017 CCS that were included in the assessment of effectiveness (changes due to spot foreign exchange rates) were recorded as cumulative foreign currency translation within AOCI, and will remain in AOCI until either the sale or substantially complete liquidation of the subsidiary. As an additional accounting policy election applied to similar hedges under this standard, the initial value of any component excluded from the assessment of effectiveness is recognized in income using a systematic and rational method over the life of the hedging instrument. Any difference between the change in the fair value of the excluded component and amounts recognized in income under that systematic and rational method is recognized in AOCI. The Company elected to amortize the initial excluded component value as a reduction of "Interest expense, net" in the consolidated statements of operations using the straight-line method over the remaining term of the 2017 CCS. Additionally, the Company recognizes the accrual of periodic USD and euro-denominated interest receipts and payments under the terms of CCS arrangements, including the 2017 CCS, within "Interest expense, net" in the consolidated statements of operations.

On February 26, 2020, the Company settled our 2017 CCS and replaced it with a new CCS arrangement (the "2020 CCS") that carried substantially the same terms as the 2017 CCS and also is designated as a net investment hedge under the spot method. Upon settlement of the 2017 CCS, the Company realized net cash proceeds of \$51.6 million. The remaining \$13.8 million unamortized balance of the initial excluded component related to the 2017 CCS at the time of settlement is no longer being amortized following the settlement and will remain in AOCI until either the sale or substantially complete liquidation of the relevant subsidiaries.

#### **Critical Accounting Policies and Estimates**

Our discussion and analysis of results of operations and financial condition are based upon our financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the amounts reported. We base these estimates and judgments on historical experiences and assumptions believed to be reasonable under the circumstances. Actual results could vary from our estimates under different conditions. Our significant accounting policies, which may be affected by our estimates and assumptions, are more fully described in Note 2 in the consolidated financial statements. An accounting policy is deemed to be critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made, and if different estimates that reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur periodically, could materially impact the financial

statements. The following critical accounting policies reflect our most significant estimates and assumptions used in the preparation of the consolidated financial statements.

## **Business Combinations and Asset Impairments**

### *Business Combinations*

Acquisitions that qualify as a business combination are accounted for using the purchase accounting method. Amounts paid for an acquisition are allocated to the assets acquired and liabilities assumed based on their fair value as of the date of acquisition. Goodwill is recorded as the difference between the fair value of the acquired assets and liabilities assumed (net assets acquired) and the purchase price. Goodwill is not amortized, but is reviewed for impairment annually as of October 1, or when events or changes in the business environment indicate that the carrying value of a reporting unit may exceed its fair value. Refer to the discussion below for further information on asset impairments.

Under the purchase accounting method, the Company completes valuation procedures for an acquisition, often with the assistance of third-party valuation specialists, to determine the fair value of the assets acquired and liabilities assumed. These valuation procedures require management to make assumptions and apply significant judgment to estimate the fair value of the assets acquired and liabilities assumed. If the estimates or assumptions used should significantly change, the resulting differences could materially affect the fair value of net assets.

Specifically, the calculation of the fair value of tangible assets, including property, plant and equipment, typically utilize the cost approach, which computes the cost to replace the asset, less accrued depreciation resulting from physical deterioration and functional and external obsolescence. The calculation of the fair value of identified intangible assets is determined using cash flow models following the income and cost approaches (or some combination thereof). Significant inputs include estimated future cash flows, discount rates, royalty rates, growth rates, sales projections, customer retention rates, and terminal values, all of which require significant management judgment. Definite-lived intangible assets, which are primarily comprised of customer relationships, developed technology, tradenames, and software, are amortized over their estimated useful lives using the straight-line method and are assessed for impairment whenever events or changes in circumstances indicate the carrying value of the asset may not be recoverable.

During the year ended December 31, 2021, the Company completed two significant acquisitions: the PMMA Acquisition, closed on May 3, 2021, and the Aristech Surfaces Acquisition, closed on September 1, 2021. Also, the Company completed the divestiture of our Synthetic Rubber business on December 1, 2021. Refer to Notes 4 and 5 in the consolidated financial statements for further information on these transactions.

### *Asset Impairments*

As of December 31, 2021, net property, plant and equipment, net identifiable finite-lived intangible assets, and goodwill totaled \$719.0 million, \$823.8 million, and \$710.1 million, respectively. Management makes estimates and assumptions in preparing the consolidated financial statements for which actual results will emerge over long periods of time. This includes the recoverability of long-lived assets employed in the business. These estimates and assumptions are closely monitored by management and periodically adjusted as circumstances warrant. For instance, expected asset lives may be shortened or impairment may be recorded based on a change in the expected use of the asset or performance of the related asset group.

We evaluate long-lived assets and identifiable finite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset grouping may not be recoverable. In the event the carrying value of the asset exceeds its undiscounted future cash flows and the carrying value is not considered recoverable, impairment may exist. An impairment loss, if any, is measured as the excess of the asset's carrying value over its fair value, generally based on a discounted future cash flow method, independent appraisals, etc.

In connection with our strategy to focus efforts and increase investments in certain product offerings serving specific applications that are less cyclical and offer significantly higher growth and margin potential, and other management considerations, in March of 2020, the Company initiated a consultation process with the Economic Council and Works Councils of Trinseo Deutschland regarding the disposition of our styrene monomer assets in Boehlen, Germany and our PBR assets in Schkopau, Germany. The Company's assessments of these long-lived asset groups for impairment indicated that the carrying values of the asset groups at each location were not recoverable when compared to the expected undiscounted future cash flows from the operation and potential disposition of these assets. The fair

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value of the depreciable assets at each location was determined through an analysis of the underlying fixed asset records in conjunction with the use of industry experience and available market data. Based on the Company's assessments, for the years ended December 31, 2021 and 2020, we recorded impairment charges on the Boehlen styrene monomer assets of \$5.8 million and \$11.1 million, respectively, which include charges recorded subsequent to March 2020 related to capital expenditures at the facility that we determined to be impaired. The amounts are included within "Impairment charges" in the consolidated statements of operations and are all allocated to the Feedstocks segment.

During the year ended December 31, 2020, we also recorded impairment charges of \$28.0 million on the Schkopau PBR assets which are allocated to the Synthetic Rubber business. As discussed below, during the second quarter of 2021 these assets were classified as held-for-sale and their operating results were classified as discontinued operations for all periods presented, along with the rest of the Synthetic Rubber business.

Through December 31, 2021, we have continued to assess the recoverability of certain assets, and concluded there are no additional significant events or circumstances identified by management that would indicate these assets are not recoverable. However, the current environment is subject to changing market conditions and requires significant management judgment to identify the potential impact to our assessment. If we are not able to achieve certain actions or our future operating results do not meet our expectations, it is possible that impairment charges may need to be recorded on one or more of our operating facilities.

Long-lived assets to be disposed of by sale are classified as held-for-sale and are reported at the lower of carrying amount or fair value less cost to sell, and depreciation is ceased. Long-lived assets to be disposed of in a manner other than by sale are classified as held-and-used until they are disposed. In May 2021, the Company entered into an agreement to sell our Synthetic Rubber business, as a result of which the assets and liabilities of the Synthetic Rubber business were classified as held-for-sale in the consolidated balance sheets starting in the second quarter of 2021, and have been reflected as such for all periods presented until their disposal. The sale transaction was completed in December 2021, thus as of December 31, 2021 these assets and liabilities are no longer held-for-sale. Additionally, starting in the second quarter of 2021, the operating results of the Synthetic Rubber business, net of taxes, have been classified as discontinued operations in the consolidated statements of operations for all periods presented. Refer to Note 5 for more information.

As noted above, our goodwill impairment testing is performed annually as of October 1 at a reporting unit level. We perform more frequent impairment tests when events or changes in circumstances indicate that the fair value of a reporting unit has more likely than not declined below its carrying value. As of our annual assessment date of October 1, 2021, each of our reporting units had fair values that exceeded the carrying value of their net assets, indicating that no impairment of goodwill is warranted.

A goodwill impairment loss generally would be recognized when the carrying amount of the reporting unit's net assets exceeds the estimated fair value of the reporting unit. The estimated fair value of a reporting unit is determined using a market approach and an income approach (under the discounted cash flow method). When supportable, the Company employs the qualitative assessment of goodwill impairment prescribed by Accounting Standards Codification 350. As of December 31, 2021, our \$710.1 million in total goodwill is allocated to our reportable segments as follows: \$667.3 million to Engineered Materials, \$15.9 million to Latex Binders, \$22.4 million to Base Plastics, and \$4.5 million to Polystyrene, with no amounts allocated to the Feedstocks or Americas Styrenics segments. Of the \$667.3 million of goodwill allocated to Engineered Materials, \$652.6 million was recorded at fair value on the date of acquisition related to the PMMA business and Aristech Surfaces business acquired in 2021.

Factors which could result in future impairment charges, among others, include changes in worldwide economic conditions, changes in technology, changes in competitive conditions and customer preferences, and fluctuations in foreign currency exchange rates. These factors are discussed in Item 7A—*Quantitative and Qualitative Disclosures about Market Risk* and Item 1A—*Risk Factors* included in this Annual Report.

### **Income Taxes**

We account for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences of temporary differences between the carrying amounts and tax bases of assets and liabilities using enacted rates. The effect of a change in tax rates on deferred taxes is recognized in income in the period that includes the enactment date.

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Deferred taxes are provided on the outside basis differences and unremitted earnings of subsidiaries outside of Ireland. All undistributed earnings of foreign subsidiaries and affiliates are expected to be repatriated as of December 31, 2021. Based on the evaluation of available evidence, both positive and negative, we recognize future tax benefits, such as net operating loss carryforwards and tax credit carryforwards, to the extent that realizing these benefits is considered to be more likely than not.

As of December 31, 2021, we had deferred tax assets of \$122.6 million, after valuation allowances of \$127.7 million. In evaluating the ability to realize the deferred tax assets, we rely on, in order of increasing subjectivity, taxable income in prior carryback years, the future reversals of existing taxable temporary differences, tax planning strategies and forecasted taxable income using historical and projected future operating results.

Swiss federal and cantonal tax reform was enacted on August 6, 2019 and October 25, 2019, respectively, and includes measures such as, the elimination of certain preferential tax regimes and implementation of new tax rates at both the federal and cantonal levels. It also includes transitional relief measures which may provide for future tax deductions. As a result of both the federal and cantonal law changes, the Company recorded a \$65.0 million one-time deferred tax benefit for the year ended December 31, 2019, of which \$61.6 million was related to cantonal tax law changes. The Company believes it is more likely than not that a portion of this deferred tax benefit recorded as a result of these cantonal tax law changes will not be realized during the utilization period provided by the legislation, spanning 2025 through 2029. This is based on the Company's estimate of future taxable income in Switzerland, which was determined using management's judgment and assumptions about various factors, such as: historical experience and results, cyclical nature of the business, implications of COVID-19, recent acquisitions and divestitures, and future industry and macroeconomic conditions and trends possible during the aforementioned utilization period. As a result, the Company recorded a \$25.3 million valuation allowance as of December 31, 2019. As of December 31, 2021, due to foreign exchange translation, the total valuation allowance recorded was \$25.8 million.

As of December 31, 2021, we had deferred tax assets for tax loss carryforward of approximately \$389.4 million, \$17.4 million of which is subject to expiration in the years between 2022 and 2027. We continue to evaluate our historical and projected operating results for several legal entities for which we maintain valuation allowances on net deferred tax assets.

We are subject to income taxes in Ireland, the United States and numerous foreign jurisdictions, and are subject to audit within these jurisdictions. Therefore, in the ordinary course of business there is inherent uncertainty in quantifying our income tax positions. The tax provision includes amounts considered sufficient to pay assessments that may result from examinations of prior year tax returns; however, the amount ultimately paid upon resolution of issues raised may differ from the amounts accrued. Since significant judgment is required to assess the future tax consequences of events that have been recognized in our financial statements or tax returns, the ultimate resolution of these events could result in adjustments to our financial statements and such adjustments could be material. Therefore, we consider such estimates to be critical in preparation of our financial statements.

The financial statement effect of an uncertain income tax position is recognized when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. Accruals are recorded for other tax contingencies when it is probable that a liability to a taxing authority has been incurred and the amount of the contingency can be reasonably estimated. Uncertain income tax positions have been recorded in "Other noncurrent obligations" in the consolidated balance sheets for the periods presented.

Management judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities, and any valuation allowance recorded against our deferred tax assets. The valuation allowance is based on our estimates of future taxable income and the period over which we expect the deferred tax assets to be recovered. Our estimate of future taxable income is based on management's judgment and assumptions about various factors including historical experience and results, cyclical nature of the business, and future industry and macroeconomic conditions and trends. Changes in these assumptions in future periods may require us to adjust our valuation allowance, which could materially impact our financial position and results of operations.

**Pension Plans and Postretirement Benefits**

We have various company-sponsored retirement plans covering substantially all employees. We also provide certain health care and life insurance benefits to retired employees in the United States. The U.S.-based plans provide health care benefits, including hospital, physicians' services, drug and major medical expense coverage, and life

insurance benefits. We recognize the underfunded or overfunded status of a defined benefit pension or postretirement plan as an asset or liability in our consolidated balance sheets and recognize changes in the funded status in the year in which the changes occur through AOCI, which is a component of shareholders' equity.

A settlement is a transaction that is an irrevocable action that relieves the employer (or the plan) of primary responsibility for a pension or postretirement benefit obligation, and that eliminates significant risks related to the obligation and the assets used to effect the settlement. The Company does not record settlement gains or losses during interim periods when the cost of all settlements in a year is less than or equal to the sum of the service cost and interest cost components of net periodic benefit cost for the plan in that year.

Pension benefits associated with these plans are generally based on each participant's years of service, compensation, and age at retirement or termination. The discount rate is an important element of expense and liability measurement. We evaluate our assumptions at least once each year, or as facts and circumstances dictate, and make changes as conditions warrant.

We determine the discount rate used to measure plan liabilities as of the December 31 measurement date for the pension and postretirement benefit plans. The discount rate reflects the current rate at which the associated liabilities could be effectively settled at the end of the year. We set our discount rates to reflect the yield of a portfolio of high quality, fixed-income debt instruments that would produce cash flows sufficient in timing and amount to settle projected future benefits.

We use a full yield curve approach in the estimation of the future service and interest cost components of net periodic benefit cost for our defined benefit pension and other postretirement benefit plans by applying the specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows. Service cost related to our 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 expense, net" in the consolidated statements of operations.

We determine the expected long-term rate of return on assets by performing an analysis of historical and expected returns based on the underlying assets, which generally are insurance contracts. We also consider our historical experience with the pension fund asset performance. The expected return of each asset class is derived from a forecasted future return confirmed by current and historical experience. Future actual net periodic benefit cost will depend on the performance of the underlying assets and changes in future discount rates, among other factors.

The weighted average assumptions used to determine pension plan obligations and net periodic benefit costs are provided below:

	Non-U.S. Defined Benefit Pension Plans		U.S. Defined Benefit Pension Plans <sup>(1)</sup>		Other Postretirement Benefit Plans	
	December 31, 2021	2020	December 31, 2021	2020	December 31, 2021	2020
<b>Pension and other postretirement plan obligations:</b>						
Discount rate for projected benefit obligation / accumulated postretirement benefit obligation	1.10 %	0.74 %	2.92 %	N/A	2.90 %	3.11 %
<b>Net periodic benefit costs:</b>						
Discount rate for service cost	0.78 %	1.04 %	3.20 %	N/A	3.32 %	3.61 %
Discount rate for interest cost	0.57 %	0.79 %	2.37 %	N/A	2.34 %	3.08 %
Expected long-term rate of return on plan assets	0.66 %	0.82 %	5.89 %	N/A	N/A	N/A

(1) The Company's U.S. defined benefit pension plans were acquired in 2021, primarily in conjunction with the PMMA Acquisition, and as such, there were no assumptions used to determine pension plan obligations or net periodic benefit costs as of and for the year ended December 31, 2020.

Holding all other factors constant, a 0.25% increase (decrease) in the discount rate used to determine net periodic benefit cost would decrease (increase) 2022 pension expense for our non-U.S. plans by approximately \$1.5 million and \$(1.5) million, respectively. Holding all other factors constant, a 0.25% increase (decrease) in the long-term rate of return on assets used to determine net periodic benefit cost for our non-U.S. plans would decrease (increase) 2022 pension expense by approximately \$0.1 million and \$(0.1) million, respectively. Holding all other factors constant, a 0.25%

increase or decrease in the discount rate, or the long-term rate of return on assets, used to determine net periodic benefit cost for our U.S. plans would change our 2022 pension expense by less than \$0.1 million.

Plan assets totaled \$157.1 million as of December 31, 2021 and 2020. As noted above, plan assets are invested primarily in insurance contracts that provide for guaranteed returns. Investments in the pension plan insurance contracts are valued utilizing unobservable inputs, which are contractually determined based on returns, fees, and the present value of the future cash flows, or cash surrender values, of the contracts, and are classified as Level 3 investments. The Company presents certain pension plan assets valued at net asset value per share as a practical expedient outside of the fair value hierarchy.

#### **Recent Accounting Pronouncements**

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

#### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

We are exposed to changes in interest rates and foreign currency exchange rates because we finance certain operations through fixed and variable rate debt instruments and denominate our transactions in a variety of foreign currencies. We are also exposed to changes in the prices of certain commodities that we use in production. Changes in these rates and commodity prices may have an impact on future cash flows and earnings. We manage these risks through normal operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. We do not enter into financial instruments for trading or speculative purposes.

By using derivative instruments, we are subject to credit and market risk. The fair market value of the derivative instruments is determined by using valuation models whose inputs are derived using market observable inputs, including interest rate yield curves, as well as foreign exchange and commodity spot and forward rates, and reflects the asset or liability position as of the end of each reporting period. When the fair value of a derivative contract is positive, the counterparty owes us, thus creating a receivable risk for us. We are exposed to counterparty credit risk in the event of non-performance by counterparties to our derivative agreements. We minimize counterparty credit (or repayment) risk by entering into transactions with various major financial institutions of investment grade credit rating.

Our exposure to market risk is not hedged in a manner that completely eliminates the effects of changing market conditions on earnings or cash flows.

#### **Interest Rate Risk**

Given the Company's debt structure, we have certain exposure to changes in interest rates. Refer to Note 12 in the consolidated financial statements for further information regarding the Company's debt facilities.

The Company's 2028 Term Loan B bears an interest rate of LIBOR plus 2.50% (subject to a 0.00% LIBOR floor) and is not party to an interest rate swap agreement. The Company's 2024 Term Loan B bears an interest rate of LIBOR plus 2.00% (subject to a 0.00% LIBOR floor) as of December 31, 2021. In order to reduce the variability in interest payments associated with our variable rate debt, the Company has entered into an interest rate swap agreement on our 2024 Term Loan B that converts a portion of this variable rate borrowing into a fixed rate obligation. This interest rate swap agreement is designated as a cash flow hedge, and as such, the contract is 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 effects earnings or it becomes probable that the forecasted transaction will not occur.

Based on weighted average outstanding borrowings under the 2028 Term Loan B and 2024 Term Loan B for the year ended December 31, 2021, an increase in 100 basis points in LIBOR would have resulted in approximately \$12.1 million of additional interest expense for the period, inclusive of the impact of the interest rate swap agreements discussed above.

Loans under the 2026 Revolving Facility, at the Borrowers' option, may be maintained as (a) LIBOR loans, which bear interest at a rate per annum equal to LIBOR plus the applicable margin (as defined in the Credit Agreement), if applicable, or (b) base rate loans which shall bear interest at a rate per annum equal to the base rate plus the applicable

margin (as defined in the Credit Agreement). As of December 31, 2021, the Borrowers are required to pay a quarterly commitment fee in respect of any unused commitments under the 2026 Revolving Facility equal to 0.375% per annum. As of and for the year ended December 31, 2021, we had no variable rate debt issued under our 2026 Revolving Facility.

Our Accounts Receivable Securitization Facility is subject to interest charges on both the amount of outstanding borrowings as well as the amount of available, but undrawn commitments under the facility. As noted in the table above, in September 2021, we extended the maturity date of the facility to November 2021 and then we further amended the facility in November 2021, which included extension of the maturity date to November 2024. As of December 31, 2021, the Accounts Receivable Securitization Facility incurs fixed interest charges of 1.65% on outstanding borrowings plus variable commercial paper rates which vary by month and by currency, as outstanding balances can be denominated in euros and U.S. dollars, as well as fixed charges of 0.80% on available, but undrawn commitments. On August 27, 2021, in conjunction with the Aristech Surfaces Acquisition, we drew \$150.0 million on our Accounts Receivable Securitization Facility. This draw was fully repaid within three months and there was no outstanding balance at December 31, 2021, thus we incurred variable rate interest of less than \$1.0 million related to this facility during the year ended December 31, 2021.

#### **Foreign Currency Risks**

The Company's ongoing business operations expose us to foreign currency risks, including fluctuating foreign exchange rates. Our primary foreign currency exposure is the euro-to-U.S. dollar exchange rate, noting that approximately 57% of our net sales were generated in Europe for the year ended December 31, 2021. To a lesser degree, we are also exposed to the exchange rates between the U.S. dollar and other currencies, including, among others, the Chinese yuan, Swiss franc, New Taiwan dollar, and Mexican peso. To manage these risks, the Company periodically enters into derivative financial instruments such as foreign exchange forward contracts.

Certain subsidiaries have monetary assets and liabilities denominated in currencies other than their respective functional currencies, which creates foreign exchange risk. Our principal strategy in managing exposure to changes in foreign currency exchange rates is to naturally hedge the foreign currency-denominated liabilities on our consolidated balance sheets 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 our exposure, we use foreign exchange forward contracts to economically hedge the impact of the variability in exchange rates on our monetary assets and liabilities denominated in certain foreign currencies. These derivative contracts are not designated for hedge accounting treatment.

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 our 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 rate. 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. Based on unfavorable prevailing rate forecasts, the Company has not entered into forward contracts for the purposes of hedging its exposure to the euro. A 1% change in the euro will impact our annual profitability by approximately \$1.0 million on a pre-tax basis.

We have legal entities consolidated in our financial statements that have functional currencies other than the U.S. dollar, our reporting currency. As a result of currencies fluctuating against the U.S. dollar, currency translation gains and losses are recorded in other comprehensive income, primarily as a result of the remeasurement of our euro functional legal entities as of December 31, 2021 and 2020.

#### **Commodity Price Risk**

We purchase certain raw materials such as benzene, ethylene, butadiene, BPA, styrene, MMA, and acetone primarily under short- and long-term supply contracts. The pricing terms for these raw material purchases are generally determined based on commodity indices and prevailing market conditions within the relevant geography. The selling prices of our products are generally based, in part, on the current or forecasted costs of our key raw materials, but are often subject to a predetermined lag period for the pass through of these costs. As such, during periods of significant raw

material price volatility, the Company may experience material volatility in earnings and cash flows due to the lag in passing through raw material costs, primarily for benzene, ethylene, butadiene, styrene, MMA, and acetone. Assuming no changes in sales price, volume or mix, a hypothetical 10% change in the market price of our raw materials would have impacted cost of sales by approximately \$308.0 million for the year ended December 31, 2021.

We mitigate the risk of volatility in commodity prices where possible bypassing changes in raw material costs through to our customers by adjusting our prices or including provisions in our contracts that allow us to adjust prices in such a circumstance or by including pricing formulas which utilize commodity indices. Nevertheless, we may be subject to the timing differences described above for the pass through of these costs. In addition, even when raw material costs may be passed on to our customers, during periods of high raw material price volatility, customers without minimum purchase requirements with us may choose to delay purchases of our materials or, in some cases, substitute purchases of our materials with less costly products. We do not currently enter into derivative financial instruments to manage our commodity price risk relating to our raw material contracts.

**Item 8. Financial Statements and Supplementary Data**

The financial statements and supplementary data required by Regulation S-X are included in Item 15- *Exhibits, Financial Statements Schedules* contained in Part IV of this Annual Report.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures**

*Evaluation of Disclosure Controls and Procedures*

Our management is responsible for establishing and maintaining disclosure controls and procedures 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-15e 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, including 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 December 31, 2021. 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 Annual Report were effective to provide the reasonable level of assurance described above.

*Management's Annual Report on Internal Control over Financial Reporting*

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of the Company's financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies and procedures may deteriorate.

Management conducted an assessment of the Company's internal control over financial reporting as of December 31, 2021 based on the framework in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the assessment, management concluded that, as of December 31, 2021, the Company's internal control over financial reporting is effective.

In May 2021, the Company completed the PMMA Acquisition and in September 2021, the Company completed the Aristech Surfaces Acquisition. Based on the SEC staff guidance, management has excluded these acquisitions from its assessment of the effectiveness of its internal control over financial reporting as of December 31, 2021. The PMMA Acquisition constituted 10% of the Company's total assets as of December 31, 2021 and 9% of the Company's net sales for the year ended December 31, 2021. The Aristech Surfaces Acquisition constituted 3% of the Company's total assets as of December 31, 2021 and 1% of the Company's net sales for the year ended December 31, 2021.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2021 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

*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 December 31, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**Item 9B. Other Information**

None.

**Part III**

**Item 10. Directors, Executive Officers and Corporate Governance**

The information required by this Item 10 is incorporated herein by reference from the sections captioned "Election of Directors," "Corporate Governance," "Stock Ownership Information," and "Delinquent Section 16(a) Reports" of the Company's definitive proxy statement for the 2022 annual general meeting of shareholders to be filed with the SEC pursuant to Regulation 14A under the Securities Exchange Act of 1934 (the "2022 Proxy Statement").

**Code of Ethics**

The Company has adopted a Code of Business Conduct applicable to all of our directors, officers and employees, and a Code of Ethics for Senior Financial Employees applicable to our principal executive, financial and accounting officers, and all persons performing similar functions. A copy of each of those Codes is available on the Company's corporate website at [www.trinseo.com](http://www.trinseo.com) under Investor Relations—Corporate Governance—Ethics and Compliance. If we make any substantive amendments to these Codes, or grant any waivers, including any implicit waivers from the provisions of these Codes, we will make a disclosure on our website or in a report on Form 8-K. Our Code of Business of Conduct is supported by a number of support policies which are specifically referenced in the Code, and most of which are also available on our corporate website. Our website and the information contained on that site, or accessible through that site, are not a part of, and are not incorporated by reference into, this Annual Report.

**Item 11. Executive Compensation**

The information required by this Item 11 will be contained in our 2022 Proxy Statement and is incorporated by reference herein.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters**

The information required by this Item 12 will be contained in our 2022 Proxy Statement and is incorporated by reference herein.

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by this Item 13 will be contained in our 2022 Proxy Statement and is incorporated by reference herein.

**Item 14. Principal Accounting Fees and Services**

The information required by this Item 14 will be contained in our 2022 Proxy Statement and is incorporated by reference herein.

**Part IV**

**Item 15. Exhibits, Financial Statement Schedules**

(a) The following documents are filed as part of this report:

1. Financial statements:

<a href="#">Report of Independent Registered Public Accounting Firm</a>	F-2
<a href="#">Consolidated Balance Sheets as of December 31, 2021 and 2020</a>	F-5
<a href="#">Consolidated Statements of Operations for the years ended December 31, 2021, 2020, and 2019</a>	F-6
<a href="#">Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2021, 2020, and 2019</a>	F-7
<a href="#">Consolidated Statements of Shareholders' Equity for the years ended December 31, 2021, 2020, and 2019</a>	F-8
<a href="#">Consolidated Statements of Cash Flows for the years ended December 31, 2021, 2020, and 2019</a>	F-9
<a href="#">Notes to Consolidated Financial Statements for the years ended December 31, 2021, 2020, and 2019</a>	F-10
<a href="#">Financial Statement Schedule – Schedule II. Valuation and Qualifying Accounts for the years ended December 31, 2021, 2020, and 2019</a>	F-67

**Americas Styrenics LLC**

**Audited Consolidated Financial Statements**

<a href="#">Report of Independent Registered Public Accounting Firm</a>	F-68
<a href="#">Consolidated Balance Sheets as of December 31, 2021 and 2020</a>	F-69
<a href="#">Consolidated Statements of Comprehensive Income for the years ended December 31, 2021, 2020, and 2019</a>	F-70
<a href="#">Consolidated Statements of Members' Equity for the years ended December 31, 2021, 2020, and 2019</a>	F-71
<a href="#">Consolidated Statements of Cash Flows for the years ended December 31, 2021, 2020, and 2019</a>	F-72
<a href="#">Notes to Consolidated Financial Statements for the years ended December 31, 2021, 2020, and 2019</a>	F-73

2. Exhibits: The exhibits to this report are listed in the exhibit index below.

**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
2.1 \$\$\$	<a href="#">Share Purchase Agreement, by and between Trinseo S.A. and Arkema S.A., dated March 19, 2021 (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed March 22, 2021)</a>
2.2 \$\$\$	<a href="#">Amendatory Agreement dated May 3, 2021, in respect of the Share Purchase Agreement by and between Arkema S.A. and Arkema France S.A., on the one hand and Trinseo S.A. dated March 19, 2021 (incorporated by reference to Exhibit 2.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, filed May 7, 2021)</a>
2.3	<a href="#">Common Draft Terms of Merger dated as of April 23, 2021 between Trinseo S.A., a Luxembourg public company and Trinseo PLC (formerly known as Trinseo Limited), an Irish public limited company (incorporated by reference to Annex A of our definitive proxy statement on Schedule 14A filed on April 27, 2021)</a>
3.1 †	<a href="#">Memorandum and Articles of Association of Trinseo PLC</a>
4.1	<a href="#">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 on Form 8-K, filed September 5, 2017)</a>

Exhibit No.	Description
4.2	<a href="#">Indenture among Trinseo Materials Operating S.C.A., Trinseo Materials Finance, Inc. and The Bank of New York Mellon, as Trustee, dated as of March 24, 2021 (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed March 24, 2021)</a>
4.3 †	<a href="#">Description of Securities</a>
10.1	<a href="#">Credit Agreement among Trinseo Materials Operating S.C.A., Trinseo Materials Finance, Inc. together with Trinseo Holdings 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 from time to time party thereto, dated as of September 6, 2017 (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed September 7, 2017)</a>
10.2	<a href="#">Amendment to the Credit Agreement dated September 6, 2017 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 May 22, 2018 (incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q for the quarter ended June 30, 2018, filed on August 3, 2018)</a>
10.3	<a href="#">Deed of Amendment and Restatement, dated September 28, 2018, entered into by and among Trinseo Europe GmbH, Trinseo Export GmbH, Trinseo Deutschland Anlagengesellschaft mbH, Trinseo Netherlands B.V., Trinseo LLC, Trinseo U.S. Receivables Company SPV LLC, Styrn Receivables Funding Designated Activity Company, Trinseo Finance Luxembourg S.à r.l., Luxembourg, Zweigniederlassung Horgen, Regency Assets Designated Activity Company, HSBC Bank plc, Trinseo Holding S.à r.l., TMF Administration Services Limited and the Law Debenture Trust Corporation plc (incorporated herein by reference to Exhibit 10.4 to the Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, filed on November 9, 2018)</a>
10.4	<a href="#">2021 Incremental Amendment to Credit Agreement dated September 6, 2017, among, inter alios, Trinseo Materials Operating S.C.A., Trinseo Materials Finance, Inc. and Deutsche Bank AG New York Bank, dated as of May 3, 2021 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed May 5, 2021).</a>
10.5	<a href="#">2021 Revolver Amendment to Credit Agreement dated September 6, 2017, among, inter alios, Trinseo Materials Operating S.C.A., Trinseo Materials Finance, Inc. and Deutsche Bank AG New York Bank, dated as of May 3, 2021 (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed May 5, 2021)</a>
10.6	<a href="#">Warranty Agreement, by and between Trinseo S.A. and Arkema S.A., dated March 19, 2021 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed March 22, 2021)</a>
10.7	<a href="#">Asset Purchase Agreement, by and between Trinseo S.A., Trinseo Deutschland GmbH, Trinseo Europe GmbH, Trinseo Belgium B.V.B.A., Trinseo Export GmbH, and Synthos S.A., Blitz F21-410 GmbH, and Synthos Dwory 7 dated May 21, 2021 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed May 25, 2021)</a>
10.8	<a href="#">Amendment Agreement, dated October 21, 2021, to Asset Purchase Agreement, by and between Trinseo PLC, Trinseo Deutschland GmbH, Trinseo Europe GmbH, Trinseo Belgium B.V.B.A., Trinseo Export GmbH, and Synthos PLC, Blitz F21-410 GmbH, and Synthos Dwory 7 dated May 21, 2021 (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, filed on November 8, 2021)</a>

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Exhibit No.	Description
10.9	<a href="#">Purchase and Sale Agreement by and among Trinseo US Holding, Inc., Trinseo Europe GmbH, Trinseo S.A., Aristech Surfaces LLC and SK AA Holdings, LLC dated July 19, 2021 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 21, 2021)</a>
10.10*	<a href="#">Employment Agreement between Trinseo LLC and Frank A. Bozich, dated December 11, 2018 (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed on January 30, 2019)</a>
10.11*	<a href="#">Letter agreement between Trinseo LLC and Frank A. Bozich concerning voluntary reduction of salary (incorporated by reference to Exhibit 10.7 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed on February 22, 2021)</a>
10.12*	<a href="#">Employment Agreement between Trinseo LLC and David Stasse, dated April 29, 2019 (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed on April 30, 2019)</a>
10.13*	<a href="#">Letter agreement between Trinseo LLC and David Stasse concerning voluntary reduction of salary (incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed on February 22, 2021)</a>
10.14*	<a href="#">Agreement between Trinseo, LLC and Angelo Chaclas dated January 1, 2020 (incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed on May 8, 2020)</a>
10.15*	<a href="#">Letter agreement between Trinseo LLC and Angelo N. Chaclas concerning voluntary reduction of salary (incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed on February 22, 2021)</a>
10.16*	<a href="#">Employment Agreement between Trinseo Europe GmbH and Alice Heezen-Dokianos dated June 3, 2019 (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, filed August 9, 2019)</a>
10.17*	<a href="#">Separation Agreement with Alice Heezen dated October 25, 2021 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed October 27, 2021)</a>
10.18*	<a href="#">Employment Agreement between Trinseo Europe GmbH and Andre Lanning, dated October 1, 2021 (incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, filed on November 8, 2021)</a>
10.19 §§	<a href="#">Butadiene Sales Contract (Europe), between Dow Europe GmbH and Trinseo Europe GmbH, dated June 29, 2020 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed July 2, 2020)</a>
10.20 §§	<a href="#">Ethylene Sales Contract (Boehlen), between Dow Europe GmbH and Trinseo Europe GmbH, dated October 30, 2020 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed October 30, 2020)</a>
10.21 §§	<a href="#">Ethylene Sales Contract (Terneuzen), between Dow Europe GmbH and Trinseo Europe GmbH, dated October 30, 2020 (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed October 30, 2020)</a>
10.22 §§	<a href="#">Benzene Sales Contract, between Dow Europe GmbH and Trinseo Europe GmbH, dated May 6, 2021 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed May 14, 2021)</a>

Exhibit No.	Description
10.23§	<a href="#">Amended and Restated MOD5 Computerized Process Control Software Agreement, Licenses and Services, between Rofan Services Inc. and Trinseo LLC (f/k/a Styron LLC), dated as of June 17, 2010 (incorporated herein by reference to Exhibit 10.29 to the Registration Statement filed on Form S-4, File No. 333-191460, filed September 30, 2013)</a>
10.24§	<a href="#">Amendment No. 1 to the Amended and Restated MOD5 Computerized Process Control Software Agreement, Licenses and Services, between Rofan Services Inc. and Trinseo LLC (f/k/a Styron LLC), dated as of June 1, 2013 (incorporated herein by reference to Exhibit 10.30 to Amendment No. 2 to the Registration Statement filed on Form S-4, File No. 333-191460, filed December 17, 2013)</a>
10.25	<a href="#">Amendment No. 3 to the Amended and Restated MOD5 Computerized Process Control Software Agreement, Licenses and Services, between Rofan Services Inc. and Trinseo LLC (f/k/a Styron LLC), dated as of July 1, 2020 (incorporated by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed on February 22, 2021)</a>
10.26§	<a href="#">Amended and Restated Styron License Agreement, among The Dow Chemical Company, Dow Global Technologies Inc. and Trinseo LLC (f/k/a Styron LLC), dated as of June 17, 2010, (incorporated herein by reference to Exhibit 10.31 to Amendment No. 2 to the Registration Statement filed on Form S-4, File No. 333-191460, filed December 17, 2013)</a>
10.27	<a href="#">Deed of Amendment, Restatement and Accession, dated September 28, 2018, entered into by and among Trinseo Europe GmbH, Trinseo Export GmbH, Trinseo Deutschland Anlagengesellschaft mbH, Trinseo Netherlands B.V., Trinseo LLC, Trinseo U.S. Receivables Company SPV LLC, Styron Receivables Funding Designated Activity Company, Trinseo Finance Luxembourg S.à r.l., Luxembourg, Zweigniederlassung Horgen, Regency Assets Designated Activity Company, HSBC Bank plc, Trinseo Holding S.à r.l., TMF Administration Services Limited and the Law Debenture Trust Corporation plc (incorporated herein by reference to Exhibit 10.4 to the Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, filed on November 9, 2018)</a>
10.28*	<a href="#">Form of Restoration and Elective Deferral Plan (incorporated herein by reference to Exhibit 10.35 to Amendment No. 2 to the Registration Statement on Form S-1, File No. 333-194561, filed May 5, 2014)</a>
10.29*	<a href="#">Performance Award (PA) Plan (incorporated herein by reference to Exhibit 10.36 to Amendment No. 2 to the Registration Statement on Form S-1, File No. 333-194561, filed May 5, 2014)</a>
10.30* †	<a href="#">Trinseo PLC Amended and Restated 2014 Omnibus Incentive Plan</a>
10.31*	<a href="#">Form of Indemnification Agreement for Directors and Officers (incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, filed on November 8, 2021)</a>
10.32*	<a href="#">Form of Restricted Stock Unit Agreement for Directors (incorporated by reference to Exhibit 10.26 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed on February 22, 2021)</a>
10.33* †	<a href="#">Form of Restricted Stock Unit Award Agreement</a>
10.34* †	<a href="#">Form of Non-statutory Stock Option Award Agreement</a>
10.35* †	<a href="#">Form of Performance Award Stock Unit Agreement</a>

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Exhibit No.	Description
10.36*	<a href="#">Form of Restricted Stock Unit Award Agreement to certain former Arkema employees (incorporated herein by reference to Exhibit 10.3 to the Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, filed on November 8, 2021)</a>
10.37*	<a href="#">Form of Stock Option Award Agreement to certain former Arkema employees (incorporated herein by reference to Exhibit 10.4 to the Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, filed on November 8, 2021)</a>
10.38*	<a href="#">Form of Executive Side Letter for Equity Grants (incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, filed August 9, 2019)</a>
10.39*	<a href="#">Form of Performance Award Stock Unit Agreement for Executives for 2018 Executive Retention Awards (incorporated herein by reference to Exhibit 10.2 to the Current Report on Form 8-K, filed September 17, 2018)</a>
21.1 †	<a href="#">Subsidiaries of Trinseo PLC</a>
23.1 †	<a href="#">Consent of Independent Registered Public Accounting Firm PricewaterhouseCoopers LLP</a>
23.2 †	<a href="#">Consent of Independent Registered Public Accounting Firm Deloitte &amp; Touche LLP</a>
31.1 †	<a href="#">Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.2 †	<a href="#">Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32.1 †	<a href="#">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</a>
32.2 †	<a href="#">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</a>
101.INS †	iXBRL Instance Document
101.SCH †	iXBRL Taxonomy Extension Schema Document
101.CAL †	iXBRL Taxonomy Extension Calculation Linkbase Document
101.DEF †	iXBRL Taxonomy Extension Definition Linkbase Document
101.LAB †	iXBRL Extension Label Linkbase Document
101.PRE †	iXBRL Taxonomy Extension Presentation Linkbase Document
104 †	Cover Page Interactive Data File (formatted iXBRL and contained in Exhibit 101)

\* Compensatory plan or arrangement.

§ Application has been made to the SEC for confidential treatment of certain provisions of these exhibits. Omitted material for which confidential treatment has been requested has been filed separately with the SEC.

§§ Certain portions of this exhibit were redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The omitted information is (i) not material and (ii) would likely cause us competitive harm if publicly disclosed. We agree to

furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission on its request; provided, however that the Company may request confidential treatment of this exhibit pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

§§§ Certain schedules and similar attachments have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Trinseo PLC hereby agrees to furnish supplementally a copy of any omitted schedule to the SEC upon request.

† Filed herewith.

**Item 16. Form 10-K Summary**

None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 23, 2022

TRINSEO PLC

By: /s/ Frank Bozich  
Name: Frank Bozich  
Title: President and Chief Executive Officer  
(Principal Executive Officer)

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Pursuant to the requirements of the Securities Act of 1934, this report has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Frank Bozich Frank Bozich	President, Chief Executive Officer and Director (Principal Executive Officer)	February 23, 2022
/s/ David Stasse David Stasse	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 23, 2022
/s/ Bernard M. Skeete Bernard M. Skeete	Vice President, Global Controller and Principal Accounting Officer (Principal Accounting Officer)	February 23, 2022
/s/ Joseph Alvarado Joseph Alvarado	Director	February 23, 2022
/s/ Victoria Brifo Victoria Brifo	Director	February 23, 2022
/s/ Jeffrey J. Cote Jeffrey J. Cote	Director	February 23, 2022
/s/ Pierre-Marie De Leener Pierre-Marie De Leener	Director	February 23, 2022
/s/ Jeanmarie Desmond Jeanmarie Desmond	Director	February 23, 2022
/s/ Matthew T. Farrell Matthew T. Farrell	Director	February 23, 2022
/s/ K'Lynne Johnson K'Lynne Johnson	Director	February 23, 2022
/s/ Sandra Beach Lin Sandra Beach Lin	Director	February 23, 2022
/s/ Philip R. Martens Philip R. Martens	Director	February 23, 2022
/s/ Donald T. Misheff Donald T. Misheff	Director	February 23, 2022
/s/ Henri Steinmetz Henri Steinmetz	Director	February 23, 2022
/s/ Mark Tomkins Mark Tomkins	Director	February 23, 2022

## INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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<a href="#">Consolidated Statements of Operations for the years ended December 31, 2021, 2020, and 2019</a>	F-6
<a href="#">Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2021, 2020, and 2019</a>	F-7
<a href="#">Consolidated Statements of Shareholders' Equity for the years ended December 31, 2021, 2020, and 2019</a>	F-8
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### **Americas Styrenics LLC\***

#### **Audited Consolidated Financial Statements**

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\* The audited financial statements of Americas Styrenics LLC as of December 31, 2021 and 2020 and for the years ended December 31, 2021, 2020, and 2019 have been included in this Annual Report in accordance with the requirements of Rule 3-09 of Regulation S-X.

## **Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Shareholders of Trinseo PLC

### ***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Trinseo PLC and its subsidiaries (the "Company") as of December 31, 2021 and 2020, and the related consolidated statements of operations, of comprehensive income (loss), of shareholders' equity and of cash flows for each of the three years in the period ended December 31, 2021, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, based on our audits and the report of other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

We did not audit the financial statements of Americas Styrenics LLC, a 50% equity investment of Trinseo PLC, which is reflected in the consolidated financial statements of Trinseo PLC as an equity method investment of \$247.8 million and \$240.1 million as of December 31, 2021 and 2020, respectively, and equity in earnings of unconsolidated affiliates of \$92.7 million, \$67.0 million and \$119.0 million for the years ended December 31, 2021, 2020 and 2019, respectively. Those statements were audited by other auditors whose report thereon has been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for Americas Styrenics LLC, is based solely on the report of the other auditors.

### ***Basis for Opinions***

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing

such other procedures as we considered necessary in the circumstances. We believe that our audits and the report of other auditors provide a reasonable basis for our opinions.

As described in Management's Annual Report on Internal Control over Financial Reporting, management has excluded the PMMA business and Aristech Surfaces from its assessment of internal control over financial reporting as of December 31, 2021 because they were acquired by the Company in purchase business combinations during 2021. We have also excluded the PMMA business and Aristech Surfaces from our audit of internal control over financial reporting. The PMMA business and Aristech Surfaces are wholly-owned subsidiaries whose total assets and total net sales excluded from management's assessment and our audit of internal control over financial reporting represent approximately 10% and 3% of total assets, respectively, and 9% and 1% of total net sales, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2021.

#### ***Definition and Limitations of Internal Control over Financial Reporting***

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

#### ***Critical Audit Matters***

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### ***Acquisitions of the PMMA Business and Aristech Surfaces***

As described in Note 4 to the consolidated financial statements, the Company completed the PMMA Acquisition on May 3, 2021 for total purchase price consideration of \$1,364.9 million. The Company also completed the Aristech Surfaces Acquisition on September 1, 2021 for total purchase price consideration of \$449.5 million. As a result of the PMMA Acquisition, the Company recorded certain definite-lived intangible assets, including \$326.6 million of customer relationships and \$133.0 million of developed technology. As a result of the Aristech Surfaces Acquisition, the Company recorded certain definite-lived intangible assets, including \$140.0 million of customer relationships. The fair value of the customer relationships acquired in the PMMA Acquisition and Aristech Surfaces Acquisition were estimated using a discounted cash flow valuation method and the developed technology acquired in the PMMA Acquisition was developed using a relief from royalty valuation method. Management applied significant judgment in determining the fair value of these intangible assets. Fair values were determined based on various inputs including estimated future cash flows,

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discount rates, royalty rates, growth rates, sales projections, customer retention rates, terminal values, replacement costs, anticipated useful lives and depreciation curves.

The principal considerations for our determination that performing procedures relating to the acquisitions of the PMMA business and Aristech Surfaces is a critical audit matter are (i) the significant judgment by management when determining the fair value of the developed technology and customer relationships intangible assets acquired (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to the growth rates, discount rates and customer retention rates as it relates to customer relationships intangible assets and the royalty rates as it relates to the developed technology intangible assets; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the acquisition accounting, including controls over management's valuation of the intangible assets and controls over the development of significant assumptions related to growth rates, discount rates, customer retention rates, and royalty rates. These procedures also included, among others (i) reading the purchase agreements and (ii) testing management's process for determining the fair value of the customer relationships and developed technology intangible assets. Testing management's process included evaluating the appropriateness of the valuation methods, testing the completeness, accuracy and relevance of the underlying data used in the valuations and evaluating the reasonableness of significant assumptions related to the growth rates, discount rates and customer retention rates as it relates to customer relationships intangible assets, and the royalty rates as it relates to the developed technology intangible asset. Evaluating the reasonableness of the growth rates and customer retention rates involved considering the past performance of the acquired businesses, as well as economic and industry data. Evaluating the discount rates involved considering the cost of capital of comparable businesses and other industry factors. Evaluating the royalty rates involved considering the consistency with external market and industry data. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's valuation methods and the discount rates and customer retention rates assumptions as it relates to the customer relationships intangible assets, and the royalty rates assumption as it relates to the developed technology intangible asset.

/s/ PricewaterhouseCoopers LLP  
Philadelphia, Pennsylvania  
February 23, 2022

We have served as the Company's auditor since 2010.

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**TRINSEO PLC**  
**Consolidated Balance Sheets**  
(In millions, except per share data)

	December 31,	
	2021	2020
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 573.0	\$ 588.7
Accounts receivable, net of allowance	740.2	529.2
Inventories	621.0	324.1
Other current assets	44.3	15.1
Current assets held-for-sale	—	60.0
Total current assets	1,978.5	1,517.1
Investments in unconsolidated affiliates	247.8	240.1
Property, plant and equipment, net	719.0	431.1
Other assets		
Goodwill	710.1	62.1
Other intangible assets, net	823.8	162.6
Right-of-use assets - operating, net	85.3	77.8
Deferred income tax assets	77.6	90.2
Deferred charges and other assets	70.1	36.0
Noncurrent assets held-for-sale	—	228.2
Total other assets	1,766.9	656.9
Total assets	<u>\$ 4,712.2</u>	<u>\$ 2,845.2</u>
<b>Liabilities and shareholders' equity</b>		
Current liabilities		
Short-term borrowings and current portion of long-term debt	\$ 18.5	\$ 12.2
Accounts payable	590.3	355.4
Current lease liabilities - operating	18.4	15.5
Income taxes payable	52.1	10.0
Accrued expenses and other current liabilities	235.1	139.8
Current liabilities held-for-sale	—	0.4
Total current liabilities	914.4	533.3
Noncurrent liabilities		
Long-term debt, net of unamortized deferred financing fees	2,305.6	1,158.1
Noncurrent lease liabilities - operating	69.2	65.5
Deferred income tax liabilities	103.2	60.7
Other noncurrent obligations	306.7	395.0
Noncurrent liabilities held-for-sale	—	42.3
Total noncurrent liabilities	<u>2,784.7</u>	<u>1,721.6</u>
Commitments and contingencies (Note 16)		
Shareholders' equity		
Ordinary shares, \$0.01 nominal value, 4,000.0 shares authorized (December 31, 2021: 38.9 shares issued and 37.9 shares outstanding; December 31, 2020: 48.8 shares issued and 38.4 shares outstanding)	0.4	0.5
Preferred shares, €0.01 nominal value, 1,000.0 shares authorized (no shares issued or outstanding)	—	—
Deferred ordinary shares, €1.00 nominal value, 0.025 shares authorized (December 31, 2021: 0.025 shares issued and outstanding; December 31, 2020: no shares issued or outstanding)	—	—
Additional paid-in-capital	468.1	579.6
Treasury shares, at cost (December 31, 2021: 1.0 shares; December 31, 2020: 10.4 shares)	(50.0)	(542.9)
Retained earnings	741.8	739.2
Accumulated other comprehensive loss	(147.2)	(186.1)
Total shareholders' equity	<u>1,013.1</u>	<u>590.3</u>
Total liabilities and shareholders' equity	<u>\$ 4,712.2</u>	<u>\$ 2,845.2</u>

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

**TRINSEO PLC**

**Consolidated Statements of Operations**  
(In millions, except per share data)

	<b>Year Ended December 31,</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Net sales	\$ 4,827.5	\$ 2,744.6	\$ 3,373.9
Cost of sales	4,128.6	2,423.5	3,073.5
Gross profit	698.9	321.1	300.4
Selling, general and administrative expenses	323.4	227.5	276.9
Equity in earnings of unconsolidated affiliates	92.7	67.0	119.0
Impairment charges	6.8	11.0	—
Operating income	461.4	149.6	142.5
Interest expense, net	79.4	43.6	39.3
Acquisition purchase price hedge loss (gain)	22.0	(7.3)	—
Other expense, net	9.5	7.9	3.4
Income from continuing operations before income taxes	350.5	105.4	99.8
Provision for income taxes	70.9	42.7	12.7
Net income from continuing operations	279.6	62.7	87.1
Net income (loss) from discontinued operations, net of income taxes	160.4	(54.8)	4.9
Net income	<u>\$ 440.0</u>	<u>\$ 7.9</u>	<u>\$ 92.0</u>
Weighted average shares- basic	38.7	38.3	40.3
Net income (loss) per share- basic:			
Continuing operations	\$ 7.22	\$ 1.63	\$ 2.16
Discontinued operations	4.15	(1.43)	0.12
Net income per share- basic	<u>\$ 11.37</u>	<u>\$ 0.20</u>	<u>\$ 2.28</u>
Weighted average shares- diluted	39.6	38.6	40.7
Net income (loss) per share- diluted:			
Continuing operations	\$ 7.07	\$ 1.62	\$ 2.14
Discontinued operations	4.05	(1.42)	0.12
Net income per share- diluted	<u>\$ 11.12</u>	<u>\$ 0.20</u>	<u>\$ 2.26</u>

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

**TRINSEO PLC**  
**Consolidated Statements of Comprehensive Income (Loss)**  
**(In millions)**

	<b>Year Ended December 31,</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Net income	\$ 440.0	\$ 7.9	\$ 92.0
Other comprehensive income (loss), net of tax:			
Cumulative translation adjustments	(5.3)	(2.3)	5.1
Net gain (loss) on cash flow hedges	5.9	(5.8)	(8.3)
Pension and other postretirement benefit plans:			
Prior service credit arising during period (net of tax of \$0.3, \$0.0, and \$0.0)	2.2	—	—
Net gain (loss) arising during period (net of tax (benefit) of \$8.9, \$(7.3), and \$(8.9))	26.2	(18.3)	(19.0)
Amounts reclassified from accumulated other comprehensive income	9.9	2.7	2.1
Total other comprehensive income (loss), net of tax	<u>38.9</u>	<u>(23.7)</u>	<u>(20.1)</u>
Comprehensive income (loss)	<u><u>\$ 478.9</u></u>	<u><u>\$ (15.8)</u></u>	<u><u>\$ 71.9</u></u>

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

TRINSEO PLC

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

	Shares			Shareholders' Equity						
	Ordinary Shares Outstanding	Treasury Shares	Deferred Ordinary Shares	Ordinary Shares	Deferred Ordinary Shares	Additional Paid-In Capital	Treasury Shares	Comprehensive Income (Loss)	Accumulated Other	Retained Earnings (Accumulated Deficit)
<b>Balance at December 31, 2018</b>	41.6	7.2	—	\$ 0.5	\$ —	\$ 575.4	\$ (418.1)	\$ (142.3)	\$ 753.2	\$ 768.7
Net income	—	—	—	—	—	—	—	—	92.0	92.0
Other comprehensive loss	—	—	—	—	—	—	—	(20.1)	—	(20.1)
Share-based compensation activity	0.2	(0.2)	—	—	—	(0.7)	9.6	—	—	8.9
Purchase of treasury shares	(2.8)	2.8	—	—	—	—	(116.4)	—	—	(116.4)
Dividends on ordinary shares (\$1.60 per share)	—	—	—	—	—	—	—	—	(64.2)	(64.2)
<b>Balance at December 31, 2019</b>	39.0	9.8	—	\$ 0.5	\$ —	\$ 574.7	\$ (524.9)	\$ (162.4)	\$ 781.0	\$ 668.9
Net income	—	—	—	—	—	—	—	—	7.9	7.9
Other comprehensive loss	—	—	—	—	—	—	—	(23.7)	—	(23.7)
Share-based compensation activity	0.2	(0.2)	—	—	—	4.9	7.0	—	—	11.9
Purchase of treasury shares	(0.8)	0.8	—	—	—	—	(25.0)	—	—	(25.0)
Dividends on ordinary shares (\$1.28 per share)	—	—	—	—	—	—	—	—	(49.7)	(49.7)
<b>Balance at December 31, 2020</b>	38.4	10.4	—	\$ 0.5	\$ —	\$ 579.6	\$ (542.9)	\$ (186.1)	\$ 739.2	\$ 590.3
Net income	—	—	—	—	—	—	—	—	440.0	440.0
Other comprehensive income	—	—	—	—	—	—	—	38.9	—	38.9
Cancellation of treasury shares	—	(9.9)	—	(0.1)	—	(118.7)	524.8	—	(406.0)	—
Share-based compensation activity	0.5	(0.5)	—	—	—	7.2	18.1	—	—	25.3
Purchase of treasury shares	(1.0)	1.0	—	—	—	—	(50.0)	—	—	(50.0)
Dividends on ordinary shares (\$0.80 per share)	—	—	—	—	—	—	—	—	(31.4)	(31.4)
<b>Balance at December 31, 2021</b>	<u>37.9</u>	<u>1.0</u>	<u>—</u>	<u>\$ 0.4</u>	<u>\$ —</u>	<u>\$ 468.1</u>	<u>\$ (50.0)</u>	<u>\$ (147.2)</u>	<u>\$ 741.8</u>	<u>\$ 1,013.1</u>

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

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**TRINSEO PLC**

**Consolidated Statements of Cash Flows**  
**(In millions)**

	<b>Year Ended December 31,</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Cash flows from operating activities</b>			
Net income	\$ 440.0	\$ 7.9	\$ 92.0
Less: Net income (loss) from discontinued operations	160.4	(54.8)	4.9
Net income from continuing operations	279.6	62.7	87.1
Adjustments to reconcile net income from continuing operations to net cash provided by operating activities - continuing operations			
Depreciation and amortization	167.5	92.6	91.5
Amortization of deferred financing fees, issuance discount, and excluded component of hedging instruments	7.7	4.0	(0.5)
Deferred income tax	(2.1)	7.9	(37.4)
Share-based compensation expense	15.2	11.1	13.0
Earnings of unconsolidated affiliates, net of dividends	(7.7)	(52.0)	(9.0)
Unrealized net (gain) loss on foreign exchange forward contracts	(8.4)	2.9	3.0
Acquisition purchase price hedge (gain) loss	22.0	(7.3)	—
Pension curtailment and settlement (gain) loss	(1.2)	0.7	0.8
Gain on sale of businesses and other assets	(0.4)	(0.4)	(0.7)
Asset impairment charges or write-offs	6.8	11.0	0.2
Gain on bargain purchase	—	—	(4.7)
Changes in assets and liabilities			
Accounts receivable	(214.6)	57.4	66.6
Inventories	(214.1)	47.7	43.1
Accounts payable and other current liabilities	313.1	(3.1)	(2.8)
Income taxes payable	42.4	6.0	(10.9)
Other assets, net	(22.1)	(0.1)	6.8
Other liabilities, net	72.3	(24.3)	(4.2)
Cash provided by operating activities - continuing operations	456.0	216.8	241.9
Cash provided by (used in) operating activities - discontinued operations	(3.3)	38.6	80.6
Cash provided by operating activities	452.7	255.4	322.5
<b>Cash flows from investing activities</b>			
Capital expenditures	(117.7)	(66.6)	(84.0)
Cash received (paid) for asset or business acquisitions, net of cash acquired (\$12.1, \$0.0, and \$0.0)	(1,804.0)	0.1	0.1
Proceeds from the sale of businesses and other assets	0.2	11.9	0.7
Proceeds from (payments for) the settlement of hedging instruments	(14.7)	51.6	—
Cash used in investing activities - continuing operations	(1,936.2)	(3.0)	(83.2)
Cash provided by (used in) investing activities - discontinued operations	396.5	(21.2)	(26.1)
Cash used in investing activities	(1,539.7)	(24.2)	(109.3)
<b>Cash flows from financing activities</b>			
Deferred financing fees	(35.4)	—	—
Short-term borrowings, net	(14.6)	(12.6)	(10.6)
Purchase of treasury shares	(48.1)	(25.0)	(119.7)
Dividends paid	(21.9)	(61.8)	(65.7)
Proceeds from exercise of option awards	11.0	2.6	0.9
Withholding taxes paid on restricted share units	(0.9)	(0.6)	(4.6)
Repayments of 2024 Term Loan B and 2028 Term Loan B	(10.7)	(6.9)	(7.0)
Net proceeds from issuance of 2028 Term Loan B	746.3	—	—
Net proceeds from issuance of 2029 Senior Notes	450.0	—	—
Proceeds from draw on 2022 Revolving Facility	—	100.0	—
Repayments of 2022 Revolving Facility	—	(100.0)	—
Proceeds from draw on Accounts Receivable Securitization Facility	150.0	—	—
Repayments of Accounts Receivable Securitization Facility	(150.0)	—	—
Cash provided by (used in) financing activities	1,075.7	(104.3)	(206.7)
Effect of exchange rates on cash	(4.4)	4.4	(1.4)
Net change in cash, cash equivalents, and restricted cash	(15.7)	131.3	5.1
Cash, cash equivalents, and restricted cash—beginning of period	588.7	457.4	452.3
Cash, cash equivalents, and restricted cash—end of period	\$ 573.0	\$ 588.7	\$ 457.4
Less: Restricted cash	—	—	(1.2)
Cash and cash equivalents—end of period	\$ 573.0	\$ 588.7	\$ 456.2
Supplemental disclosure of cash flow information			
Cash paid for income taxes, net of refunds	\$ 37.2	\$ 10.3	\$ 66.3
Cash paid for interest, net of amounts capitalized	\$ 62.4	\$ 39.5	\$ 39.7
Accrual for property, plant and equipment	\$ 14.3	\$ 6.6	\$ 11.9

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

## TRINSEO PLC

### Notes to Consolidated Financial Statements (Dollars in millions, unless otherwise stated)

#### NOTE 1—ORGANIZATION AND BUSINESS ACTIVITIES

##### *Organization*

Trinseo PLC (“Trinseo,” and together with its subsidiaries, the “Company”) is a public limited company existing under the laws of Ireland. On October 8, 2021, the Company’s former publicly-traded parent entity, Trinseo S.A., was merged with and into Trinseo PLC, with Trinseo PLC as the surviving entity (the “Redomiciliation”). The Redomiciliation was completed pursuant to the Common Draft Terms of Merger dated as of April 23, 2021 and was approved by shareholders at Trinseo S.A.’s 2021 annual general meeting held on June 10, 2021. As a result of the Redomiciliation, all of Trinseo S.A.’s outstanding ordinary shares, excluding treasury shares, were exchanged on a one-for-one basis for newly issued ordinary shares, par value \$0.01 per share, of Trinseo PLC.

Prior to the formation of Trinseo S.A., the Company’s business was wholly owned by the Dow Chemical Company (together with its affiliates, “Dow”). In 2010, the Styron business was sold by Dow to investment funds advised or managed by affiliates of Bain Capital Partners, LP (the “Dow Separation”). In 2016, Bain Capital fully divested its ownership in the Company.

##### *Business Activities*

The Company is a leading global materials company and manufacturer of plastics and latex binders, with a focus on delivering innovative, sustainable, and value-creating products that are intrinsic to daily life. The Company has leading market positions in many of the markets in which it competes. The Company’s products are incorporated into a wide range of its customers’ products throughout the world, including products for automotive applications, consumer electronics, appliances, medical devices, packaging, footwear, carpet, paper and board, and building and construction applications, among others.

The Company’s operations are located in Europe, North America, and Asia Pacific, supplemented by Americas Styrenics, a styrenics joint venture with Chevron Phillips Chemical Company LP. Refer to Note 6 for further information regarding the Company’s investment in Americas Styrenics.

The Company has significant manufacturing and production operations around the world, which allow service to its global customer base. As of December 31, 2021, the Company’s production facilities included 40 manufacturing plants (which included a total of 81 production units) at 33 sites across 15 countries, including its joint venture. Additionally, as of December 31, 2021, the Company operated 11 research and development (“R&D”) facilities globally, including mini plants, development centers, and pilot coaters.

The Company’s Chief Executive Officer, who is the chief operating decision maker, manages the Company’s operations under six segments, Engineered Materials, Latex Binders, Base Plastics, Polystyrene, Feedstocks, and Americas Styrenics, as described in Note 20. Beginning in the second quarter of 2021, the Company reported the results of its Synthetic Rubber business as discontinued operations in the consolidated statements of operations for all periods presented, and therefore it is no longer presented as a separate reportable segment. The sale of the Synthetic Rubber business was completed on December 1, 2021. Refer to Note 5 for further information.

#### NOTE 2—BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### *Basis of Presentation and Principles of Consolidation*

The accompanying consolidated financial statements as of December 31, 2021 and 2020 and for each of the three years in the period ended December 31, 2021 are prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). The consolidated financial statements of the Company contain the accounts of all entities that are controlled and variable interest entities (“VIEs”) for which the Company is the primary beneficiary. A VIE is defined as a legal entity that has equity investors that do not have sufficient equity at risk for the entity to support its activities without additional subordinated financial support or, as a group, the holders of the equity at

risk lack (i) the power to direct the entity's activities or (ii) the obligation to absorb the expected losses or the right to receive the expected residual returns of the entity. A VIE is required to be consolidated by a company if that company is the primary beneficiary. Refer to Note 12 for further discussion of the Company's Accounts Receivable Securitization Facility, which qualifies as a VIE and is consolidated within the Company's financial statements.

All intercompany balances and transactions are eliminated. Joint ventures over which the Company has the ability to exercise significant influence that are not consolidated are accounted for by the equity method.

Certain prior year amounts have been reclassified to conform to the current year presentation. These reclassifications pertain primarily to the Company's entry into an agreement during the second quarter of 2021 to sell its Synthetic Rubber business, as a result of which the Company reclassified its Synthetic Rubber assets and liabilities as held-for-sale and reclassified the operating results of its Synthetic Rubber business, net of taxes, as discontinued operations for all periods presented. Throughout this Annual Report, unless otherwise indicated, amounts and activity are presented on a continuing operations basis. Refer to Note 5 for further information. Additionally, the results herein reflect the impacts of the equity transactions completed in connection with the Redomiciliation on October 8, 2021, described in Note 1 above, including the exchange of Trinseo S.A.'s outstanding ordinary shares on a one-for-one basis for newly issued ordinary shares of Trinseo PLC and the cancellation of Trinseo S.A.'s treasury shares.

#### *Use of Estimates in Financial Statement Preparation*

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual amounts could differ from these estimates.

#### *Concentration of Credit Risk*

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash equivalents and accounts receivable. The Company uses major financial institutions with high credit ratings to engage in transactions involving cash equivalents. The Company minimizes credit risk in its receivables by selling products to a diversified portfolio of customers in a variety of markets located throughout the world.

The Company performs ongoing evaluations of its customers' credit and generally does not require collateral. The Company maintains an allowance for doubtful accounts for losses resulting from the inability of specific customers to meet their financial obligations, representing its best estimate of probable credit losses in existing trade accounts receivable. A specific reserve for doubtful receivables is recorded against the amount due from these customers. For all other customers, the Company recognizes reserves for doubtful receivables based on historical experience.

#### *Financial Instruments*

The carrying amounts of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable, and accrued and other current liabilities, approximate fair value due to their generally short maturities.

The estimated fair values of the Company's 2028 Term Loan B, 2024 Term Loan B, 2029 Senior Notes, and 2025 Senior Notes and, when outstanding, borrowings under its 2026 Revolving Facility and Accounts Receivable Securitization Facility (all of which are defined in Note 12) are determined using Level 2 inputs within the fair value hierarchy. The carrying amounts of borrowings under the 2026 Revolving Facility and Accounts Receivable Securitization Facility approximate fair value as these borrowings bear interest based on prevailing variable market rates.

At times, the Company manages its exposure to changes in foreign currency exchange rates, where possible, by entering into foreign exchange forward contracts. Additionally, the Company manages its exposure to variability in interest payments associated with its variable rate debt by entering into interest rate swap agreements. When outstanding, all derivatives, whether designated in hedging relationships or not, are required to be recorded on the consolidated balance sheets at fair value. The fair value of the derivatives is determined from sources independent of the Company, including the financial institutions which are party to the derivative instruments. The fair value of derivatives also considers the credit default risk of the parties involved.

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If the derivative is not designated for hedge accounting treatment, changes in the fair value of the underlying instrument and settlements are recognized in earnings. If the derivative is designated as a fair value hedge, changes in the fair value of the derivative and the hedged item are recognized in earnings. If the derivative is designated as a cash flow hedge, the effective portion of the change in the fair value of the derivative will be recorded in accumulated other comprehensive income or loss ("AOCL") and will be recognized in the consolidated statements of operations when the hedged item affects earnings or it becomes probable that the forecasted transaction will not occur. If the derivative is designated as a net investment hedge, to the extent it is deemed to be effective, the change in the fair value of the derivative will be recorded within the cumulative translation adjustment account as a component of AOCI and the resulting gains or losses will be recognized in the consolidated statements of operations when the hedged net investment is either sold or substantially liquidated.

As of December 31, 2021 and 2020, the Company had certain foreign exchange forward contracts outstanding that were not designated for hedge accounting treatment and certain foreign exchange forward contracts and interest rate swap agreements that were designated as cash flow hedges. As of December 31, 2021 and 2020, the Company also had certain fixed-for-fixed cross currency swaps ("CCS") outstanding, which swap U.S. dollar principal and interest payments on the Company's 2025 Senior Notes for euro-denominated payments. The Company's CCS have been designated as a hedge of its net investment in certain European subsidiaries.

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. The Company records these derivative instruments on a net basis, by counterparty within the consolidated balance sheets.

The Company presents the cash receipts and payments from hedging activities in the same category as the cash flows from the items subject to hedging relationships. As the items subject to economic hedging relationships are the Company's operating assets and liabilities, the related cash flows are classified within operating activities in the consolidated statements of cash flows.

Refer to Notes 13 and 14 for further information on the Company's derivative instruments and their fair value measurements.

*Foreign Currency Translation*

For the majority of the Company's subsidiaries, the local currency has been identified as the functional currency. For remaining subsidiaries, the U.S. dollar has been identified as the functional currency due to the significant influence of the U.S. dollar on their operations. Gains and losses resulting from the translation of various functional currencies into U.S. dollars are recorded within the cumulative translation adjustment account as a component of AOCI in the consolidated balance sheets. The Company translates asset and liability balances at exchange rates in effect at the end of the period and income and expense transactions at the average exchange rates in effect during the period. Gains and losses resulting from foreign currency transactions are recorded within "Other expense, net" in the consolidated statements of operations.

For the years ended December 31, 2021, 2020, and 2019, the Company recognized net foreign exchange transaction gains (losses) of \$(61.9) million, \$24.4 million, and \$(6.4) million, respectively. These amounts exclude the impacts of foreign exchange forward contracts discussed above.

*Environmental Matters*

Accruals for environmental matters are recorded when it is considered probable that a liability has been incurred and the amount of the liability can be reasonably estimated, based on current law and existing technologies. These accruals are adjusted periodically as assessment and remediation efforts progress, or as additional technical or legal information become available. Accruals for environmental liabilities are recorded within "Other noncurrent obligations" in the consolidated balance sheets at undiscounted amounts. As of December 31, 2021, there was \$4.4 million of accrued obligations for environmental remediation or restoration costs, which were recorded at fair value within the opening balance sheets of the PMMA business and Aristech Surfaces during 2021. Refer to Note 16 for further information on the environmental liabilities related to the PMMA Acquisition and the Aristech Surfaces Acquisition during 2021. The Company had no accrued obligations for environmental remediation or restoration costs as of December 31, 2020.

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Environmental costs are capitalized in recognition of legal asset retirement obligations resulting from the acquisition, construction or normal operation of a long-lived asset. Any costs related to environmental contamination treatment and clean-ups are charged to expense.

### *Cash and Cash Equivalents*

Cash and cash equivalents generally include time deposits or highly liquid investments with original maturities of three months or less and no material liquidity fee or redemption gate restrictions.

### *Inventories*

Inventories are stated at the lower of cost or net realizable value (“NRV”), with cost being determined on the first-in, first-out (“FIFO”) method. NRV is calculated as the estimated selling price less reasonably predictable costs of completion, disposal, and transportation. The Company periodically reviews its inventory for excess or obsolete inventory and will write-down the excess or obsolete inventory value to its NRV, if applicable.

### *Property, Plant and Equipment*

Property, plant and equipment are carried at cost less accumulated depreciation and impairment, if applicable, and are depreciated over their estimated useful lives using the straight-line method.

Expenditures for maintenance and repairs are recorded in the consolidated statements of operations as incurred. Expenditures that significantly increase asset value, extend useful asset lives or adapt property to a new or different use are capitalized. These expenditures include planned major maintenance activities, or turnaround activities, that increase the output of manufacturing facilities or improve production efficiency as compared to pre-turnaround operations. As of December 31, 2021 and 2020, \$28.0 million and \$29.1 million, respectively, of the Company’s net costs related to turnaround activities were capitalized within “Deferred charges and other assets” in the consolidated balance sheets, and are being amortized over the period until the next scheduled turnaround.

The Company periodically evaluates actual experience to determine whether events and circumstances have occurred that may warrant revision of the estimated useful lives of property, plant and equipment. Engineering and other costs directly related to the construction of property, plant and equipment are capitalized as construction in progress until construction is complete and such property, plant and equipment is ready and available to perform its specifically assigned function. The Company also capitalizes interest as a component of the cost of capital assets constructed for its own use. Upon retirement or other disposal, the asset cost and related accumulated depreciation are removed from the accounts and the net amount, less any proceeds, is charged or credited to income.

### *Impairment and Disposal of Long-Lived Assets*

The Company evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. When undiscounted future cash flows are not expected to be sufficient to recover an asset’s carrying amount, the asset is written down to its fair value based on a discounted cash flow analysis utilizing market participant assumptions. Refer to Note 14 for further information on the Company’s impairment charges recorded for the years ended December 31, 2021 and 2020.

Long-lived assets to be disposed of by sale are classified as held-for-sale and are reported at the lower of carrying amount or fair value less cost to sell, and depreciation is ceased. Long-lived assets to be disposed of in a manner other than by sale are classified as held-and-used until they are disposed. As discussed above in Note 2 – *Basis of Presentation and Principles of Consolidation*, in connection with the Company’s entry into an agreement during the second quarter of 2021 to sell its Synthetic Rubber business, the assets and liabilities of the Synthetic Rubber business were classified as held-for-sale in the consolidated balance sheets starting in the second quarter of 2021, and have been reflected as such for all applicable periods presented. The sale transaction was completed in December 2021. Additionally, starting in the second quarter of 2021, the operating results of the Synthetic Rubber business, net of taxes, have been classified as discontinued operations within the Company’s consolidated financial statements and related notes thereto. Refer to Note 5 for more information.

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*Goodwill and Other Intangible Assets*

The Company records goodwill when the purchase price of a business acquisition exceeds the estimated fair value of net identified tangible and intangible assets acquired. Goodwill is tested for impairment at the reporting unit level annually, or more frequently when events or changes in circumstances indicate that the fair value of a reporting unit has more likely than not declined below its carrying value. The Company utilizes a market approach and an income approach (under the discounted cash flow method) to calculate the fair value of its reporting units. When supportable, the Company employs the qualitative assessment of goodwill impairment prescribed by Accounting Standards Codification (“ASC”) 350. The annual impairment assessment is completed using a measurement date of October 1. No goodwill impairment losses were recorded in the years ended December 31, 2021, 2020, and 2019.

Finite-lived intangible assets, such as developed technology, customer relationships, tradenames, and computer software for internal use are amortized on a straight-line basis over their estimated useful life and are reviewed for impairment or obsolescence if events or changes in circumstances indicate that their carrying amount may not be recoverable. If impaired, intangible assets are written down to fair value based on discounted cash flows. No intangible asset impairment losses were recorded in the years ended December 31, 2021, 2020, and 2019.

Acquired developed technology, customer relationships, and tradenames are recorded at fair value upon acquisition and are amortized using the straight-line method over the estimated useful life. The Company determines amortization periods for these assets based on its assessment of various factors impacting estimated useful lives and timing and extent of estimated cash flows of the acquired assets. This includes estimates of expected period of future economic benefit, customer retention rates, and competitive advantage related to existing processes and procedures at the date of acquisition. Significant changes to any of these factors may result in a reduction in the useful life of these assets.

*Leases*

The Company accounts for its lease arrangements in accordance with ASC 842, which it adopted effective January 1, 2019 using the modified retrospective approach. The Company has leases for certain of its plant and warehouse sites, office spaces, rail cars, storage facilities, and equipment. The Company determines if an arrangement includes a lease at inception of the contract. Operating lease right-of-use (“ROU”) assets and lease liabilities are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. The lease term represents the non-cancelable period of the lease, including any lessee options to renew, extend, or terminate which are considered to be reasonably certain of exercise. As the interest rate implicit in the Company’s lease contract is typically not readily available, the Company uses its incremental borrowing rate based on relevant information available at the lease commencement date to determine the weighted average discount rate used to calculate the net present value of lease payments. The Company recognizes lease expense for fixed lease payments on operating leases on a straight-line basis over the lease term, while variable lease payments are recognized as incurred. For leases across all asset classes in which the Company is a lessee, the Company does not separate non-lease components from lease components. Refer to Note 24 for further information on the Company’s leases.

*Investments in Unconsolidated Affiliates*

Investments in unconsolidated affiliates in which the Company has the ability to exercise significant influence (generally, 20% to 50%-owned companies) are accounted for using the equity method. Investments are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of the investment may not be recoverable. An impairment loss is recorded whenever a decline in fair value of an investment in an unconsolidated affiliate below its carrying amount is determined to be other-than-temporary.

The Company uses the cumulative earnings approach for presenting distributions received from equity method investees in the consolidated statements of cash flows.

*Deferred Financing Fees*

Capitalized fees and costs incurred in connection with the Company’s recognized debt liabilities are presented in the consolidated balance sheets as a direct reduction from the carrying value of those debt liabilities, consistent with debt discounts. Deferred financing fees related to the Company’s revolving debt facilities are included within “Deferred charges and other assets” in the consolidated balance sheets.

Deferred financing fees on the Company's term loan and senior note financing arrangements are amortized using the effective interest method over the term of the respective agreement. Deferred financing fees on the Company's revolving facilities and the Accounts Receivable Securitization Facility are amortized using the straight-line method over the term of the respective facility. Amortization of deferred financing fees is recorded in "Interest expense, net" within the consolidated statements of operations.

*Restricted Cash and Cash Equivalents*

Restrictions on the Company's cash and cash equivalents are primarily related to customs requirements, and are included within "Other current assets" in the consolidated balance sheets. As of December 31, 2021 and 2020, the Company had no amounts recorded as restricted cash and cash equivalents.

*Sales*

For all material contracts with customers, sales are recognized and control is transferred 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 55 days as of December 31, 2021), 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 year ended December 31, 2021, the impact of recognizing changes in selling prices related to prior periods was immaterial.

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 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. For arrangements where the period between customer payment and transfer of goods/services is determined to be one year or less at contract inception, the Company applies the practical expedient exception available under ASC 606 and does not adjust the promised amount of consideration under the contract for the effects of a significant financing component. Additionally, the Company's 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 consolidated statements of operations, pursuant to the practical expedient in ASC 606.

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*Cost of Sales*

The Company classifies the costs of manufacturing and distributing its products as cost of sales. Manufacturing costs include raw materials, utilities, packaging, employee salary and benefits, and fixed manufacturing costs associated with production. Fixed manufacturing costs include such items as plant site operating costs and overhead, production planning, depreciation and amortization, repairs and maintenance, environmental, and engineering costs. Distribution costs include shipping and handling costs. Freight and any directly related costs of transporting finished products to customers are also included within cost of sales. As discussed above, inventory costs are recorded within cost of sales utilizing the FIFO method.

*Selling, General and Administrative Expenses*

Selling, general and administrative ("SG&A") expenses are generally charged to expense as incurred. SG&A expenses are the cost of services performed by the marketing and sales functions (including sales managers, field sellers, marketing research, marketing communications and promotion and advertising materials) and by administrative functions (including product management, R&D, business management, customer invoicing, human resources, information technology, legal and finance services, such as accounting and tax). Salary and benefit costs, including share-based compensation, for these sales personnel and administrative staff are included within SG&A expenses. R&D expenses include the cost of services performed by the R&D function, including technical service and development, process research including pilot plant operations, and product development. The Company also includes restructuring charges within SG&A expenses.

Total R&D costs included in SG&A expenses were \$63.9 million, \$42.6 million, and \$38.8 million for the years ended December 31, 2021, 2020, and 2019, respectively.

The Company expenses promotional and advertising costs as incurred to SG&A expenses. Total promotional and advertising expenses were \$1.1 million, \$1.3 million, and \$1.7 million for the years ended December 31, 2021, 2020, and 2019, respectively.

Restructuring charges included within SG&A expenses were \$8.6 million, \$7.4 million, and \$17.2 million for the years ended December 31, 2021, 2020, and 2019, respectively. Refer to Note 21 for further information.

*Pension and Postretirement Benefits Plans*

The Company has various defined benefit plans, under which participants earn a retirement benefit based upon a formula set forth in the plan. The Company also provides certain health care and life insurance benefits to retired employees in the United States. The U.S.-based plans provide health care benefits, including hospital, physicians' services, drug and major medical expense coverage, and life insurance benefits.

Accounting for defined benefit pension plans and other postretirement benefit plans, and any curtailments and settlements thereof, requires various assumptions, including, but not limited to, discount rates, expected rates of return on plan assets, and future compensation growth rates. The Company evaluates these assumptions at least once each year, or as facts and circumstances dictate, and makes changes as conditions warrant.

A settlement is a transaction that is an irrevocable action that relieves the employer (or the plan) of primary responsibility for a pension or postretirement benefit obligation, and that eliminates significant risks related to the obligation and the assets used to effect the settlement. When a settlement occurs, the Company does not record settlement gains or losses during interim periods when the cost of all settlements in a year is less than or equal to the sum of the service cost and interest cost components of net periodic benefit cost for the plan in that year.

*Income Taxes*

The provision for income taxes is determined using the asset and liability approach of accounting for income taxes. Under this approach, deferred taxes represent the future tax consequences expected to occur when the reported amounts of assets and liabilities are recovered or paid. The Company is, or has been, subject to income taxes in Ireland, Luxembourg, the United States and numerous other foreign jurisdictions, and is subject to audit within these jurisdictions. The provision for income taxes represents income taxes paid or payable for the current year plus the change in deferred taxes during the year. Deferred taxes result from differences between the financial and tax basis of the

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Company's assets and liabilities and are adjusted for changes in tax rates and tax laws when changes are enacted. For each tax jurisdiction in which the Company operates, deferred tax assets and liabilities are offset against one another and are presented as a single noncurrent amount within the consolidated balance sheets.

Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. Provision is made for income taxes on unremitted earnings of subsidiaries and affiliates, unless such earnings are deemed to be indefinitely invested.

The Company recognizes the financial statement effects of uncertain income tax positions when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. The Company accrues for other tax contingencies when it is probable that a liability to a taxing authority has been incurred and the amount of the contingency can be reasonably estimated. Interest accrued related to unrecognized tax and income tax related penalties are included in the provision for income taxes. The current portion of uncertain income taxes positions is recorded in "Income taxes payable," while the long-term portion is recorded in "Other noncurrent obligations" in the consolidated balance sheets.

### *Share-based Compensation*

Refer to Note 18 for detailed discussion regarding the Company's share-based compensation award programs. In connection with the Company's initial public offering ("IPO"), the Company's board of directors approved the 2014 Omnibus Plan. Since that time, certain equity grants have been awarded, comprised of restricted share units ("RSUs"), options to purchase shares ("option awards"), and performance share units ("PSUs"). Share-based compensation expense recognized in the consolidated financial statements is based on awards that are expected to vest as of their date of grant. The Company's policy election is to recognize forfeitures as incurred.

Compensation costs for the RSUs are measured at the grant date based on the fair value of the award and are recognized ratably as expense over the applicable vesting term. The fair value of RSUs is equal to the fair market value of the Company's ordinary shares based on the closing price on the date of grant. Dividend equivalents accumulate on RSUs during the vesting period, are payable in cash, and do not accrue interest. Award holders have no right to receive the dividend equivalents unless and until the associated RSUs vest.

Compensation costs for the option awards are measured at the grant date based on the fair value of the award and are recognized as expense over the appropriate service period utilizing graded vesting. The fair value for option awards is computed using the Black-Scholes pricing model, which uses inputs and assumptions determined as of the date of grant.

Compensation costs for the PSUs are measured at the grant date based on the fair value of the award, which is computed using a Monte Carlo valuation model, and are recognized ratably as expense over the applicable vesting term. Dividend equivalents accumulate on PSUs during the vesting period, are payable in cash, and do not accrue interest. Award holders have no right to receive the dividend equivalents unless and until the associated PSUs vest.

### *Treasury Shares*

The Company may, from time to time, repurchase its ordinary shares at prevailing market rates. Share repurchases are recorded at cost in "Treasury shares" within shareholders' equity in the consolidated balance sheets. It is the Company's policy that, to the extent authorized by shareholders, as RSUs, PSUs, and option awards vest or are exercised, ordinary shares will be issued from the existing pool of treasury shares on a first-in-first-out basis. Refer to Note 18 for details of vesting for RSUs and PSUs as well as the exercises of option awards.

### *Deferred Ordinary Shares*

The Company has 0.025 million deferred ordinary shares of €1.00 each at par, which are issued and outstanding as of December 31, 2021. The deferred ordinary shares are held by nominees in order to meet the Irish statutory minimum capital requirements of an Irish public limited company. The deferred ordinary shares carry no voting rights, are not entitled to receive any dividend or distribution, and do not dilute the economic ownership of Trinseo PLC shareholders.

*Recent Accounting Guidance*

In December 2019, the FASB issued guidance that simplifies the accounting for income taxes. The amended guidance includes removal of certain exceptions to the general principles of Accounting Standards Codification 740, Income Taxes, and simplification in several other areas such as accounting for a franchise tax (or similar tax) that is partially based on income. The Company adopted the guidance effective January 1, 2021, noting that adoption did not have a material impact on its consolidated financial statements.

**NOTE 3—NET SALES**

The following table provides disclosure of net sales to external customers by primary geographical market (based on the location where the sales originated), by segment for the years ended December 31, 2021, 2020, and 2019. Prior period amounts in this table have been recast in conjunction with updates for the classification of the Company's former Synthetic Rubber segment as discontinued operations. Refer to Note 5 for further information.

Year Ended	Engineered Materials	Latex Binders	Base Plastics	Polystyrene	Feedstocks	Total
<b>December 31, 2021</b>						
United States	\$ 302.1	\$ 314.1	\$ 298.2	\$ —	\$ 14.3	\$ 928.7
Europe	294.9	573.6	942.8	688.7	255.8	2,755.8
Asia-Pacific	151.2	286.6	178.6	430.1	2.3	1,048.8
Rest of World	6.8	9.1	78.3	—	—	94.2
Total	<u>\$ 755.0</u>	<u>\$ 1,183.4</u>	<u>\$ 1,497.9</u>	<u>\$ 1,118.8</u>	<u>\$ 272.4</u>	<u>\$ 4,827.5</u>
<b>December 31, 2020</b>						
United States	\$ 35.8	\$ 219.2	\$ 203.3	\$ —	\$ 8.3	\$ 466.6
Europe	55.4	340.9	513.7	408.0	135.0	1,453.0
Asia-Pacific	103.3	200.1	136.9	290.9	22.2	753.4
Rest of World	0.4	6.9	64.3	—	—	71.6
Total	<u>\$ 194.9</u>	<u>\$ 767.1</u>	<u>\$ 918.2</u>	<u>\$ 698.9</u>	<u>\$ 165.5</u>	<u>\$ 2,744.6</u>
<b>December 31, 2019</b>						
United States	\$ 38.2	\$ 263.7	\$ 267.7	\$ —	\$ 10.7	\$ 580.3
Europe	60.3	388.5	675.6	448.8	188.3	1,761.5
Asia-Pacific	111.3	239.3	126.9	360.6	96.5	934.6
Rest of World	0.1	11.3	86.1	—	—	97.5
Total	<u>\$ 209.9</u>	<u>\$ 902.8</u>	<u>\$ 1,156.3</u>	<u>\$ 809.4</u>	<u>\$ 295.5</u>	<u>\$ 3,373.9</u>

**NOTE 4—ACQUISITIONS**

Acquisition of Aristech Surfaces

On September 1, 2021, the Company completed its acquisition of Aristech Surfaces LLC (“Aristech Surfaces”) from SK AA Holdings LLC (“SK AA Holdings”), the sole member of Aristech Surfaces, through purchase of 100% membership interest and intellectual property (the “Aristech Surfaces Acquisition”). Aristech Surfaces is a leading North America manufacturer and global provider of PMMA continuous cast and solid surface sheets, serving the wellness, architectural, transportation and industrial markets, which the Company believes will pair well with its existing Engineered Materials business, inclusive of the PMMA Acquisition completed earlier in 2021, discussed further below. Aristech Surfaces’ products are used for a variety of applications, including the construction of hot tubs, swim spas, counter-tops, signage, bath products and recreational vehicles.

The purchase price consideration for the Aristech Surfaces Acquisition amounted to \$449.5 million, and was funded using the Company’s available cash and existing credit facilities. Refer to Note 12 for further information on the existing credit facilities used to fund the Aristech Surfaces Acquisition.

The Company accounted for the Aristech Surfaces Acquisition as a business combination pursuant to ASC 805. In accordance with ASC 805, fair values are assigned to tangible and identifiable intangible assets acquired and liabilities

assumed at the acquisition date based on the information that was available as of the acquisition date. The Company believes that the information available provides a reasonable basis for estimating the fair values of assets acquired and liabilities assumed for the acquisition, however, preliminary measurements of fair value, including, but not limited to, intangible assets, property, plant and equipment, contingent liabilities, and such changes could be material. The Company expects to finalize the valuation and accounting for the Aristech Surfaces Acquisition as soon as practicable, but no later than one year after the acquisition date. During the measurement period, if new information is obtained about facts and circumstances that existed as of the acquisition date that, if known, would have resulted in revised estimated values of those assets or liabilities as of that date we will revise the preliminary purchase price allocation. The effect of measurement period adjustments to the estimated fair values will be reflected as if the adjustments had been completed on the acquisition date. The impact of all changes that do not qualify as measurement period adjustments will be included in current period earnings.

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. The excess of the purchase price over the aggregate fair values was recorded as goodwill. The Company calculated the fair value of the assets acquired using the income and cost approaches (or a combination thereof). Specifically, the fair value of the customer relationships was estimated using a discounted cash flow valuation method, and the fair value of developed technology was developed using a relief from royalty valuation method. Fair values were determined based on various inputs including estimated future cash flows, discount rates, royalty rates, growth rates, sales projections, customer retention rates, terminal values, replacement costs, anticipated useful lives and depreciation curves. The various inputs used in the valuation require significant management judgment.

The table below summarizes the purchase price allocation for the assets acquired and liabilities assumed, based on their relative fair values. During the year ended December 31, 2021, the Company recorded certain measurement period adjustments to reflect facts and circumstances in existence as of the September 1, 2021 acquisition date. These adjustments primarily included a \$7.6 million increase to property, plant and equipment, a \$5.0 million decrease to other intangible assets, and a resulting \$3.2 million decrease to goodwill.

	September 1, 2021
Cash and cash equivalents	\$ 1.7
Accounts receivable	26.9
Inventories <sup>(1)</sup>	30.3
Other current assets	1.6
Property, plant and equipment	82.9
Other intangible assets <sup>(2)</sup>	
Customer relationships	140.0
Developed technology	52.5
Trade names	10.0
Other amortizable intangible assets	0.3
Right-of-use assets - operating	2.0
Deferred income tax assets	1.5
<b>Total fair value of assets acquired</b>	<b>349.7</b>
Accounts payable	(13.8)
Current lease liabilities - operating	(0.4)
Accrued expenses and other current liabilities	(3.1)
Noncurrent lease liabilities - operating	(1.6)
Other noncurrent obligations	(1.4)
<b>Total fair value of liabilities assumed</b>	<b>(20.3)</b>
<b>Net identifiable assets acquired</b>	<b>329.4</b>
<b>Purchase price consideration</b>	<b>449.5</b>
<b>Goodwill <sup>(3)</sup></b>	<b>\$ 120.1</b>

(1) Fair value of work-in-process and finished goods inventory acquired included a step-up in the value of approximately \$6.9 million, which was fully amortized during the year ended December 31, 2021 within "Cost of sales" on the consolidated statements of operations as the related inventory was sold to customers.

- (2) The expected weighted average useful life of the acquired intangible assets are 13 years for customer relationships, 11 years for developed technology, and 10 years for trade names and 1 year for other amortizable intangible assets.
- (3) Goodwill largely consists of strategic and synergistic opportunities resulting from combining Aristech Surfaces with the Company's existing businesses and is allocated entirely to the Engineered Materials segment. All of the goodwill related to this acquisition will be deductible for income tax purposes.

Net sales and net loss of Aristech Surfaces between the September 1, 2021 acquisition date and December 31, 2021 were \$55.2 million and \$12.7 million, respectively, and are recognized within the Company's consolidated statements of operations for the year ended December 31, 2021.

*Transaction-related costs*

Pursuant to GAAP, costs incurred to complete the Aristech Surfaces Acquisition as well as costs incurred to integrate into our operations are expensed as incurred. The Company incurred \$7.0 million of transaction-related costs for the year ended December 31, 2021. The amounts were recorded within "Selling, general and administrative expenses" in the Company's consolidated statements of operations, and are reflected in the year ended December 31, 2020 in the supplemental pro forma information below.

**Acquisition of the PMMA Business**

On May 3, 2021, the Company completed its acquisition of the polymethyl methacrylates ("PMMA") and activated methyl methacrylates ("MMA") business (together, the "PMMA business") from Arkema S.A., ("Arkema") through the purchase of 100% of the shares of certain subsidiaries of Arkema (the "PMMA Acquisition"). The PMMA Acquisition was completed pursuant to the Share Purchase Agreement, dated March 19, 2021 (the "SPA"), by and between the Company and Arkema. PMMA is a transparent and rigid plastic with a wide range of end uses, and is an attractive adjacent chemistry which complements Trinseo's existing offerings across several end markets including automotive, building & construction, medical and consumer electronics.

The following table illustrates each component of the purchase price consideration related to the PMMA Acquisition:

Initial cash purchase price paid <sup>(1)</sup>	\$ 1,369.0
Post-closing purchase price adjustments <sup>(2)</sup>	(4.1)
<b>Total purchase price consideration</b>	<b>\$ 1,364.9</b>

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- (1) Represents initial cash purchase price paid on May 3, 2021.
- (2) Post-closing purchase price adjustments relate primarily to consideration for final working capital adjustments and certain assets at the Porto Marghera, Italy manufacturing site which were legally transferred to Trinseo subsequent to the closing date due to local transfer restrictions. These post-closing purchase price adjustments were paid in the fourth quarter of 2021.

The PMMA Acquisition was funded using the net proceeds from the Company's new financing arrangements, including \$450.0 million from its 2029 Senior Notes issued on March 24, 2021 and \$750.0 million of incremental borrowings under the 2028 Term Loan B entered into in conjunction with closing of the transaction, as well as available cash. Refer to Note 12 for further information on the financing arrangements used to fund the PMMA Acquisition.

The Company accounted for the PMMA Acquisition as a business combination pursuant to ASC 805. In accordance with ASC 805, fair values are assigned to tangible and identifiable intangible assets acquired and liabilities assumed at the acquisition date based on the information that was available as of that date. The Company believes that the information available provides a reasonable basis for estimating the fair values of assets acquired and liabilities assumed for the PMMA Acquisition; however, preliminary measurements of fair value, including, but not limited to, intangible assets, property, plant and equipment, contingent liabilities, including environmental remediation obligations, and deferred tax assets and liabilities are subject to change during the measurement period, and such changes could be material. The Company expects to finalize the valuation and accounting for the PMMA Acquisition as soon as

practicable, but no later than one year after the acquisition date. During the measurement period, if new information is obtained about facts and circumstances that existed as of the acquisition date that, if known, would have resulted in revised estimated values of those assets or liabilities as of that date, the Company will revise the preliminary purchase price allocation. The effect of measurement period adjustments to the estimated fair values will be reflected as if the adjustments had been completed on the acquisition date. The impact of all changes that do not qualify as measurement period adjustments will be included in current period earnings.

The Company allocated the purchase price of the PMMA Acquisition to identifiable assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. The excess of the purchase price over the aggregate fair values was recorded as goodwill. The Company calculated the fair value of the assets acquired using the income and cost approaches (or a combination thereof). Specifically, the fair value of the customer relationships was estimated using a discounted cash flow valuation method, and the fair value of developed technology was developed using a relief from royalty valuation method. Fair values were determined based on various inputs including estimated future cash flows, discount rates, royalty rates, growth rates, sales projections, customer retention rates, terminal values, replacement costs, anticipated useful lives and depreciation curves. The fair value of pension liabilities assumed was determined in accordance with ASC 715 using key inputs including, but not limited to, discount rates, expected rates of return on plan assets, and future compensation growth rates. The various inputs used in the asset and pension valuations require significant management judgment.

The table below summarizes the preliminary purchase price allocation for the assets acquired and liabilities assumed, based on their relative fair values. During the year ended December 31, 2021, the Company recorded certain measurement period adjustments to reflect facts and circumstances in existence as of the May 3, 2021 acquisition date. These adjustments included a \$19.4 million increase to property, plant and equipment, a \$6.7 million increase to deferred income tax liabilities, a \$5.8 million decrease to purchase price consideration, and a resulting \$19.8 million decrease to goodwill.

	<b>May 3, 2021</b>
Cash and cash equivalents	\$ 10.4
Accounts receivable	19.1
Inventories <sup>(1)</sup>	78.9
Other current assets	8.7
Property, plant and equipment	255.4
Other intangible assets <sup>(2)</sup>	
Customer relationships	326.6
Developed technology	133.0
Trade names	46.0
Other amortizable intangible assets	0.4
Right-of-use assets - operating	4.1
Deferred charges and other assets	27.9
<b>Total fair value of assets acquired</b>	<b>910.5</b>
Accounts payable	(14.5)
Current lease liabilities - operating	(1.7)
Income taxes payable	(0.3)
Accrued expenses and other current liabilities	(10.3)
Noncurrent lease liabilities - operating	(2.5)
Deferred income tax liabilities	(41.0)
Other noncurrent obligations <sup>(3)</sup>	(23.2)
<b>Total fair value of liabilities assumed</b>	<b>(93.5)</b>
<b>Net identifiable assets acquired</b>	<b>817.0</b>
<b>Purchase price consideration</b>	<b>1,364.9</b>
<b>Goodwill <sup>(4)</sup></b>	<b>\$ 547.9</b>

(1) Fair value of finished goods inventory acquired included a step-up in the value of approximately \$10.1 million, which was fully amortized during the year ended December 31, 2021 within "Cost of sales" on the consolidated statements of operations as the related inventory was sold to customers.

- (2) The expected weighted average useful life of the acquired intangible assets are 13 years for customer relationships, 10 years for developed technology, 16 years for trade names, and 1-5 years for other amortizable intangible assets.
- (3) Includes \$18.3 million of net pension and other employee benefits assumed as part of the PMMA Acquisition.
- (4) Goodwill largely consists of strategic and synergistic opportunities resulting from combining the PMMA business with the Company's existing businesses and is allocated entirely to the Engineered Materials segment. Approximately \$301.0 million of goodwill related to this acquisition will be deductible for income tax purposes based on the preliminary purchase price.

The results of the PMMA business are recognized within the Company's consolidated statements of operations since the closing of the acquisition on May 3, 2021. The PMMA business contributed net sales and net loss of \$413.2 million and \$10.7 million, respectively, to the Company's results for the year ended December 31, 2021.

*Transaction-related costs*

Pursuant to GAAP, costs incurred to complete the PMMA Acquisition as well as costs incurred to integrate into our operations are expensed as incurred. The Company incurred \$20.0 million and \$4.7 million of transaction-related costs for the years ended December 31, 2021 and 2020, respectively. The amounts were recorded within "Selling, general and administrative expenses" in the Company's consolidated statements of operations, and are reflected in the year ended December 31, 2020 in the supplemental pro forma information below.

In connection with the PMMA Acquisition, the Company entered into certain customary transitional services agreements with Arkema to provide for the orderly separation and transition of various functions and processes. These services will be provided by Arkema to the Company for up to 18 months after closing, with certain extension options available. These services include information technology, accounting and finance, procurement, supply chain, and other services, while we assume the operations of the PMMA business.

Additionally, the Company paid Arkema \$10.6 million for certain information technology separation costs in order to support the transition services agreements entered into at the time of close. These payments have not been included as a component of consideration transferred, and instead have been capitalized as prepaid assets within "Other current assets" on the consolidated balance sheets. The cost will be recognized as expense over the period in which the services are expected to be rendered under the transition services agreements.

**Unaudited Pro Forma Financial Information**

The following unaudited pro forma financial information presents the consolidated results of operations of the Company with the PMMA business and Aristech Surfaces for the years ended December 31, 2021 and 2020, respectively, as if these acquisitions had occurred on January 1, 2020. The proforma results were calculated by combining the results of Trinseo with the PMMA business and Aristech Surfaces but do not include adjustments related to cost savings or other synergies that are anticipated as a result of these acquisitions. Accordingly, these unaudited pro forma results are presented for informational purposes only and are not necessarily indicative of what the actual results of operations would have been if the acquisitions had occurred as of January 1, 2020, nor are they indicative of future results of operations.

	<b>Year Ended December 31,</b>	
	<b>2021</b>	<b>2020</b>
Net sales	\$ 5,162.3	\$ 3,443.7
Net income (loss)	\$ 498.5	\$ (61.4)
Income (loss) from continuing operations	\$ 338.1	\$ (6.6)

**Acquisition of Latex Binders Assets in Germany**

On October 1, 2019, the Company completed the acquisition from Dow of its latex binder production facilities and related infrastructure in Rheinmünster, Germany. The transaction did not require any upfront cash outlay from the Company, instead Trinseo assumed net liabilities of \$2.0 million as well as employees transferred in connection with the

acquisition in exchange for which, Trinseo received net cash of \$6.7 million during the year ended December 31, 2019, and an additional \$0.2 million during the year ended December 31, 2020. The acquisition was accounted for as a business combination and the Company allocated the purchase price, represented by the value of the pension liabilities assumed net of cash and net assets received, among identifiable assets acquired and liabilities assumed based on their estimated fair values. There was an excess in the aggregate fair value of the identifiable net assets acquired over the purchase price, which was recorded as a bargain purchase gain of \$4.7 million included within “Other expense, net” in the consolidated statements of operations for the year ended December 31, 2019. During the year ended December 31, 2020, there were no changes to the purchase price allocation for the acquisition and in the fourth quarter of 2020, the Company finalized the purchase price allocation for the acquisition. Refer to the Company’s Form 10-K filed on February 28, 2020 for more information on the transaction.

Subsequent Event - Acquisition of Heathland B.V

On December 3, 2021, the Company entered into a definitive agreement to acquire Heathland B.V. (“Heathland”), a leading collector and recycler of post-consumer and post-industrial plastic wastes in Europe. The agreement includes a preliminary cash purchase price of €20.0 million, subject to customary working capital and other closing adjustments, and up to €10.0 million contingent payments to be paid based on criteria as defined in the agreement. In accordance with the agreement, the Company paid €1.0 million (\$1.1 million) of the cash purchase price upon signing. This amount is reflected in “Other current assets” on the consolidated balance sheet as of December 31, 2021. The transaction closed on January 3, 2022.

**NOTE 5—DIVESTITURES AND DISCONTINUED OPERATIONS**

On December 1, 2021, the Company completed the divestiture of its Synthetic Rubber business to Synthos S.A. and certain of its subsidiaries (together, “Synthos”) for a purchase price of \$402.4 million, which reflected reductions of approximately \$41.6 million for the assumption of pension liabilities by Synthos and \$47.0 million for net working capital (excluding inventory) retained by Trinseo. The sale resulted in the recognition of an after-tax gain of \$117.8 million. At closing, the Company and Synthos executed a long-term supply agreement, in which Trinseo will supply Synthos certain raw materials used in the Synthetic Rubber business subsequent to the sale. For the year ended December 31, 2021, the Company recorded \$5.5 million in net sales and \$4.1 million in cost of sales related to the supply agreement, which is recorded in continuing operations.

As a result of the above agreements, the assets and liabilities of the Company’s Synthetic Rubber business were classified as held-for-sale starting in the second quarter of 2021 in the consolidated balance sheets and the associated operating results of the Synthetic Rubber business, net of income tax, have been classified as discontinued operations in the consolidated statements of operations and statements of cash flows for all periods presented, in accordance with the guidance in ASC 205-20, Discontinued Operations. The retained assets and liabilities comprising net working capital (excluding inventory) have been classified as held-and-used and are reflected in the Company’s consolidated balance sheets and consolidated statements of cash flows as such, for all periods presented.

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The following table summarizes the assets and liabilities classified as held-for-sale at December 31, 2020:

	<u>December 31, 2020<sup>(1)</sup></u>
<b>Assets</b>	
Current assets	
Inventories	\$ 60.0
Total current assets	60.0
Property, plant and equipment, net	170.3
Other assets	
Goodwill	12.1
Other intangible assets, net	20.2
Deferred charges and other assets	25.6
Total other assets	57.9
Total assets held-for-sale	<u><u>\$ 288.2</u></u>
<b>Liabilities</b>	
Current liabilities	
Current liabilities	0.4
Total current liabilities	0.4
Noncurrent liabilities	
Other noncurrent obligations	42.3
Total noncurrent liabilities	42.3
Total liabilities held-for-sale	<u><u>\$ 42.7</u></u>

(1) Amounts as of December 31, 2020 reflect the amendment to the sale agreement executed on October 21, 2021, whereby net working capital (excluding inventory) was removed from the net assets being transferred with the sale, in exchange for which the working capital target of \$47.0 million was removed from the purchase price.

The following table summarizes the results of the Synthetic Rubber business for the years ended December 31, 2021 and 2020, which are reflected as discontinued operations in the Company's consolidated statements of operations:

	<u>Year Ended December 31,</u>		
	<u>2021</u>	<u>2020</u>	<u>2019</u>
Net sales	\$ 478.9	\$ 319.7	\$ 441.3
Cost of sales	408.0	326.3	415.8
Gross profit (loss)	70.9	(6.6)	25.5
Selling, general and administrative expenses	21.0	23.6	20.0
Impairment charges	—	28.1	—
Operating income (loss)	49.9	(58.3)	5.5
Gain on sale of businesses and other assets	(133.6)	—	—
Other expense, net	2.5	1.5	0.6
Income (loss) from discontinued operations before income taxes	181.0	(59.8)	4.9
Provision for (benefit from) income taxes	20.6	(5.0)	—
Net income (loss) from discontinued operations	<u><u>\$ 160.4</u></u>	<u><u>\$ (54.8)</u></u>	<u><u>\$ 4.9</u></u>

Amounts for operating net sales and costs of sales which had previously been eliminated in consolidation related to intercompany sales of styrene monomer to the Synthetic Rubber business are now reflected on a gross basis as a component of net sales and costs of sales from continuing operations for all periods presented. The Company has recast these amounts because upon completion of the sale of the Synthetic Rubber business, the Company will continue to have

these ongoing transactions with Synthos, under a supply agreement executed in conjunction with the divestiture. Refer to Note 3 for recast segment net sales reflecting this adjustment.

Additionally, the Company previously allocated certain corporate management overhead costs to the former Synthetic Rubber segment which may no longer be allocated to discontinued operations under the relevant authoritative accounting guidance. Accordingly, the Company has recast its segment reporting results to reflect the reatribution of these expenses in all periods presented. Refer to Note 20 for recast segment results reflecting this adjustment.

#### NOTE 6—INVESTMENTS IN UNCONSOLIDATED AFFILIATES

During the year ended December 31, 2021, the Company had one joint venture: Americas Styrenics, a styrene and polystyrene joint venture with Chevron Phillips Chemical Company LP. Investments held in unconsolidated affiliates in which the Company has the ability to exercise significant influence (generally, 20% to 50%-owned companies) are accounted for by the equity method. The results of Americas Styrenics are included within its own reporting segment.

Equity in earnings from unconsolidated affiliates was \$92.7 million, \$67.0 million, and \$119.0 million for the years ended December 31, 2021, 2020, and 2019, respectively.

The Company's unconsolidated affiliates are privately held companies; therefore, quoted market prices for their equity interests are not available. The summarized financial information of the Company's unconsolidated affiliates is shown below.

	December 31,	
	2021	2020
Current assets	\$ 447.7	\$ 339.5
Noncurrent assets	254.2	266.1
<b>Total assets</b>	<b>\$ 701.9</b>	<b>\$ 605.6</b>
Current liabilities	\$ 193.6	\$ 123.9
Noncurrent liabilities	31.4	33.9
<b>Total liabilities</b>	<b>\$ 225.0</b>	<b>\$ 157.8</b>

	Year Ended December 31,		
	2021	2020	2019
Sales	\$ 1,822.3	\$ 1,115.6	\$ 1,486.1
Gross profit	\$ 253.8	\$ 130.4	\$ 243.2
Net income	\$ 199.0	\$ 80.5	\$ 192.5

There were no sales to unconsolidated affiliates for the years ended December 31, 2021, 2020, and 2019. Purchases from unconsolidated affiliates were \$73.9 million, \$51.2 million, and \$81.9 million for the years ended December 31, 2021, 2020, and 2019, respectively.

As of December 31, 2021 and 2020, respectively, there were no amounts due from unconsolidated affiliates included in "Accounts receivable, net of allowance" and \$6.1 million and \$5.8 million due to unconsolidated affiliates was included in "Accounts payable" in the consolidated balance sheets.

As of December 31, 2021 and 2020, respectively, the Company's investment in Americas Styrenics was \$247.8 million and \$240.1 million, which was \$9.4 million and \$16.3 million greater than the Company's 50% share of Americas Styrenics' underlying net assets. These amounts represent 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 2.5 years as of December 31, 2021. The Company received dividends from Americas Styrenics of \$85.0 million, \$15.0 million, and \$110.0 million for the years ended December 31, 2021, 2020, and 2019, respectively.

**NOTE 7—ACCOUNTS RECEIVABLE**

Accounts receivable consisted of the following:

	<b>December 31,</b>	
	<b>2021</b>	<b>2020</b>
Trade receivables	\$ 659.1	\$ 444.6
Non-income tax receivables	53.9	48.0
Other receivables	31.3	42.4
Less: allowance for doubtful accounts	(4.1)	(5.8)
<b>Total</b>	<b>\$ 740.2</b>	<b>\$ 529.2</b>

For the years ended December 31, 2021, 2020, and 2019, the Company recognized bad debt expense (benefit) of \$(1.5) million, \$0.2 million, and \$(0.7) million, respectively.

**NOTE 8—INVENTORIES**

Inventories consisted of the following:

	<b>December 31,</b>	
	<b>2021</b>	<b>2020</b>
Finished goods	\$ 279.2	\$ 132.9
Raw materials and semi-finished goods	303.9	161.7
Supplies	37.9	29.5
<b>Total</b>	<b>\$ 621.0</b>	<b>\$ 324.1</b>

**NOTE 9—PROPERTY, PLANT AND EQUIPMENT**

Property, plant and equipment consisted of the following:

	<b>Estimated Useful</b>	<b>December 31,</b>	
	<b>Lives (Years)</b>	<b>2021</b>	<b>2020</b>
Land	N/A	\$ 86.1	\$ 56.7
Land and waterway improvements	1 - 20	21.9	21.1
Buildings	10 - 50	145.7	81.7
Machinery and equipment	3 - 10	874.5	675.8
Leasehold interests	9 - 40	39.8	39.4
Other property	1 - 20	51.9	51.0
Construction in process	N/A	55.6	30.1
Property, plant and equipment		1,275.5	955.8
Less: accumulated depreciation		(556.5)	(524.7)
<b>Property, plant and equipment, net</b>		<b>\$ 719.0</b>	<b>\$ 431.1</b>

	<b>Year Ended</b>		
	<b>December 31,</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Depreciation expense	\$ 87.5	\$ 51.6	\$ 59.5
Capitalized interest	1.7	2.1	3.0

**NOTE 10—GOODWILL AND INTANGIBLE ASSETS**

*Goodwill*

The following table shows the annual changes in the carrying amount of goodwill, by segment, from December 31, 2019 through December 31, 2021:

	Engineered Materials	Latex Binders	Base Plastics	Polystyrene	Feedstocks	Americas Styrenes	Total
<b>Balance at December 31, 2019</b>	\$ 14.6	\$ 15.6	\$ 22.1	\$ 4.4	\$ —	\$ —	\$ 56.7
Foreign currency impact	1.4	1.5	2.1	0.4	—	—	5.4
<b>Balance at December 31, 2020</b>	\$ 16.0	\$ 17.1	\$ 24.2	\$ 4.8	\$ —	\$ —	\$ 62.1
Acquisitions (Note 4)	668.0	—	—	—	—	—	668.0
Foreign currency impact	(16.7)	(1.2)	(1.8)	(0.3)	—	—	(20.0)
<b>Balance at December 31, 2021</b>	<u>\$ 667.3</u>	<u>\$ 15.9</u>	<u>\$ 22.4</u>	<u>\$ 4.5</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 710.1</u>

Goodwill impairment testing is performed annually as of October 1. In 2021, the Company performed its annual impairment test for goodwill and determined that the estimated fair value of each reporting unit was in excess of the carrying value indicating that none of the Company's goodwill was impaired. The Company concluded there were no goodwill impairments or triggering events for the years ended December 31, 2021, 2020, and 2019.

*Other Intangible Assets*

The following table provides information regarding the Company's other intangible assets as of December 31, 2021 and 2020:

	Estimated Useful Life (Years)	December 31, 2021			December 31, 2020		
		Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Developed Technology	9 - 15	\$ 321.4	\$ (119.3)	\$ 202.1	\$ 157.2	\$ (107.8)	\$ 49.4
Customer Relationships	13 - 19	477.1	(23.4)	453.7	15.2	(2.7)	12.5
Software	5 - 10	162.3	(93.8)	68.5	156.1	(67.6)	88.5
Software in development	N/A	39.7	—	39.7	10.6	—	10.6
Tradenames	10 - 16	53.0	(2.1)	50.9	—	—	—
Other	1 - 5	12.4	(3.5)	8.9	5.0	(3.4)	1.6
<b>Total</b>		<b>\$ 1,065.9</b>	<b>\$ (242.1)</b>	<b>\$ 823.8</b>	<b>\$ 344.1</b>	<b>\$ (181.5)</b>	<b>\$ 162.6</b>

Amortization expense related to finite-lived intangible assets totaled \$71.8 million, \$27.7 million, and \$26.0 million, for the years ended December 31, 2021, 2020, and 2019, respectively.

The following table details the Company's estimated amortization expense for the next five years, excluding any amortization expense related to software currently in development:

Estimated Amortization Expense for the Next Five Years					
2022	2023	2024	2025	2026	
\$ 94.7	\$ 82.9	\$ 75.3	\$ 68.0	\$ 62.4	

**NOTE 11—ACCOUNTS PAYABLE**

Accounts payable consisted of the following:

	December 31,	
	2021	2020
Trade payables	\$ 516.8	\$ 313.9
Other payables	73.5	41.5
<b>Total</b>	<b>\$ 590.3</b>	<b>\$ 355.4</b>

**NOTE 12—DEBT**

Refer to discussion below for details and definitions of the Company's debt facilities. The Company was in compliance with all debt related covenants as of December 31, 2021 and 2020.

	Interest Rate as of December 31, 2021		Maturity Date	Carrying Amount	Unamortized Deferred Financing Fees <sup>(1)</sup>	Total Debt, Less Unamortized Deferred Financing Fees
Senior Credit Facility						
2024 Term Loan B	2.104%		September 2024	\$ 670.4	\$ (8.0)	\$ 662.4
2028 Term Loan B	2.604%		May 2028	742.8	(17.0)	725.8
2026 Revolving Facility <sup>(2)</sup>	Various		May 2026	—	—	—
2029 Senior Notes	5.125%		April 2029	450.0	(14.7)	435.3
2025 Senior Notes	5.375%		September 2025	500.0	(5.0)	495.0
Accounts Receivable Securitization Facility <sup>(3)</sup>	Various		November 2024	—	—	—
Other indebtedness	Various		Various	5.6	—	5.6
<b>Total debt</b>				<b>\$ 2,368.8</b>	<b>\$ (44.7)</b>	<b>\$ 2,324.1</b>
Less: current portion <sup>(4)</sup>						(18.5)
<b>Total long-term debt, net of unamortized deferred financing fees</b>						<b>\$ 2,305.6</b>

	Interest Rate as of December 31, 2020		Maturity Date	Carrying Amount	Unamortized Deferred Financing Fees <sup>(1)</sup>	Total Debt, Less Unamortized Deferred Financing Fees
Senior Credit Facility						
2024 Term Loan B	2.146%		September 2024	\$ 677.3	\$ (10.8)	\$ 666.5
2022 Revolving Facility <sup>(2)</sup>	Various		September 2022	—	—	—
2025 Senior Notes	5.375%		September 2025	500.0	(6.2)	493.8
Accounts Receivable Securitization Facility <sup>(3)</sup>	Various		September 2021	—	—	—
Other indebtedness	Various		Various	10.0	—	10.0
<b>Total debt</b>				<b>\$ 1,187.3</b>	<b>\$ (17.0)</b>	<b>\$ 1,170.3</b>
Less: current portion <sup>(4)</sup>						(12.2)
<b>Total long-term debt, net of unamortized deferred financing fees</b>						<b>\$ 1,158.1</b>

(1) This caption does not include unamortized deferred financing fees of \$1.4 million and \$1.6 million as of December 31, 2021 and 2020, respectively, related to the Company's revolving facilities, which are included within "Deferred charges and other assets" on the consolidated balance sheets.

(2) On May 3, 2021, in conjunction with the PMMA Acquisition, the Company extended its Revolving Facility

(previously the “2022 Revolving Facility,” now the “2026 Revolving Facility”), originally maturing in September 2022, to May 2026, as described further below. As of December 31, 2021, under the 2026 Revolving Facility, the Company had a capacity of \$375.0 million and funds available for borrowing of \$368.6 million (net of \$6.4 million outstanding letters of credit). 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) On August 27, 2021, in conjunction with the Aristech Surfaces Acquisition, the Company drew \$150.0 million on its Accounts Receivable Securitization Facility, which was fully repaid as of December 31, 2021. In September 2021, the Company extended the maturity date of the facility to November 2021 and then further amended the facility in November 2021, which included extension of the maturity date to November 2024. As of December 31, 2021, this facility had a borrowing capacity of \$150.0 million, and the Company had approximately \$150.0 million of funds available for borrowing under this facility, based on the pool of eligible accounts receivable.
- (4) As of December 31, 2021, the current portion of long-term debt was primarily related to \$14.5 million of the scheduled future principal payments on both the 2024 Term Loan B and 2028 Term Loan B. As of December 31, 2020, the current portion of long-term debt was primarily related to \$7.0 million of scheduled future principal payments on the 2024 Term Loan B.

Total interest expense, net recognized during the years ended December 31, 2021, 2020, and 2019, was \$79.4 million, \$43.6 million, and \$39.3 million, respectively, of which \$7.7 million, \$4.8 million, and \$4.7 million, respectively, represented amortization of deferred financing fees and debt discounts. Total accrued interest on outstanding debt as of December 31, 2021 and 2020 was \$4.8 million and \$4.4 million, respectively, excluding the impact of the CCS (see Note 13). Accrued interest is recorded within “Accrued expenses and other current liabilities” on the consolidated balance sheets.

#### *2029 Senior Notes*

On March 24, 2021, Trinseo Materials Operating S.C.A. and Trinseo Materials Finance, Inc. (together, the “Issuers”), each an indirect, wholly-owned subsidiary of the Company, executed an indenture (the “2021 Indenture”) pursuant to which they issued \$450.0 million aggregate principal amount of 5.125% senior notes due 2029 (the “2029 Senior Notes”) in a 144A private transaction exempt from the registration requirements of the Securities Act of 1933, as amended. Interest on the 2029 Senior Notes is payable semi-annually on February 15 and August 15 of each year, commencing on August 15, 2021. The 2029 Senior Notes mature on April 1, 2029. The net proceeds from the 2029 Senior Notes offering were used as a portion of the funding needed for the PMMA Acquisition, in addition to fees and expenses related to the offering and the PMMA Acquisition. The gross proceeds from the 2029 Senior Notes offering were released upon satisfaction of certain escrow release conditions, including closing of the PMMA Acquisition, which was completed on May 3, 2021.

At any time prior to April 1, 2024, the Issuers may redeem the 2029 Senior Notes in whole or in part, at their option, at a redemption price equal to 100% of the principal amount of such notes plus the relevant applicable premium as of, and accrued and unpaid interest to, but not including, the redemption date. At any time and from time to time after April 1, 2024, the Issuers may redeem the 2029 Senior Notes, in whole or in part, at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest, if any, on the notes redeemed to, but not including, the redemption date:

<b>12-month period commencing April 1 in Year</b>	<b>Percentage</b>
2024	102.563 %
2025	101.281 %
2026 and thereafter	100.000 %

At any time prior to April 1, 2024, the Issuers may redeem up to 40% of the aggregate principal amount of the 2029 Senior Notes at a redemption price equal to 105.125%, plus accrued and unpaid interest to, but not including, the redemption date, with the aggregate gross proceeds from certain equity offerings.

The 2029 Senior Notes are the Issuers’ senior unsecured obligations and rank equally in right of payment with all of the Issuers’ existing and future indebtedness that is not expressly subordinated in right of payment thereto. The 2029

Senior Notes will be senior in right of payment to any future indebtedness that is expressly subordinated in right of payment thereto and effectively junior to (a) the Issuers' existing and future secured indebtedness, including the Company's accounts receivable facility and the Issuers' Credit Facility, to the extent of the value of the collateral securing such indebtedness and (b) all existing and future liabilities of the Issuers' non-guarantor subsidiaries.

The 2021 Indenture contains customary covenants, including restrictions on the Issuers' and certain of its subsidiaries' ability to incur additional indebtedness and guarantee indebtedness; pay dividends on, redeem or repurchase capital stock; make investments; prepay certain indebtedness; create liens; enter into transactions with the Issuers' affiliates; designate the Issuers' subsidiaries as Unrestricted Subsidiaries (as defined in the 2021 Indenture); and consolidate, merge, or transfer all or substantially all of the Issuers' assets. The covenants are subject to a number of exceptions and qualifications. Certain of these covenants, excluding without limitation those relating to transactions with the Issuers' affiliates and consolidation, merger, or transfer of all or substantially all of the Issuers' assets, will be suspended during any period of time that (1) the 2029 Senior Notes have Investment Grade Status (as defined in the 2021 Indenture) and (2) no default has occurred and is continuing under the 2021 Indenture. In the event that the 2029 Senior Notes are downgraded to below an Investment Grade Status, the Issuers and certain subsidiaries will again be subject to the suspended covenants with respect to future events. As of December 31, 2021, the Company was in compliance with all debt covenant requirements under the 2021 Indenture.

Total fees incurred in connection with the issuance of the 2029 Senior Notes were \$15.9 million, which were capitalized and recorded within "Long-term debt, net of unamortized deferred financing fees" on the consolidated balance sheet, and are being amortized over the eight-year term of the 2029 Senior Notes using the effective interest method.

#### *Senior Credit Facility*

##### *2022 Revolving Facility*

On September 6, 2017, the Issuers entered into a senior secured credit agreement (the "Credit Agreement"), which provides senior secured financing of up to \$1,075.0 million (the "Senior Credit Facility"). The Senior Credit Facility provides for senior secured financing consisting of a (i) \$375.0 million revolving credit facility, with a \$25.0 million swingline subfacility and a \$35.0 million letter of credit subfacility maturing in September 2022 (the "2022 Revolving Facility") and a (ii) \$700.0 million senior secured term loan B facility maturing in September 2024 (the "2024 Term Loan B"). Amounts under the 2022 Revolving Facility are available in U.S. dollars and euros.

Fees incurred in connection with the issuance of the 2024 Term Loan B were \$12.3 million, of which \$11.1 million were capitalized along with the remaining \$8.1 million of unamortized deferred financing fees from the Company's former term loan facility and recorded within "Long-term debt, net of unamortized deferred financing fees" on the consolidated balance sheets. The capitalized fees are being amortized over the seven-year term of the 2024 Term Loan B using the effective interest method.

Fees incurred in connection with the issuance of the 2022 Revolving Facility were \$0.8 million, which were capitalized and recorded within "Deferred charges and other assets" on the consolidated balance sheets, and are being amortized along with the remaining \$4.0 million of unamortized deferred financing fees from the Company's former revolving credit facility over the five-year term of the 2022 Revolving Facility using the straight-line method.

As of December 31, 2021, the 2024 Term Loan B bears an interest rate of the London Interbank Offered Rate ("LIBOR") plus 2.00%, subject to a 0.00% LIBOR floor, which has been the effective rate since May 22, 2018, when the Issuers repriced the interest rate from the initial rate of LIBOR plus 2.50%, subject to a 0.00% LIBOR floor. The repricing did not affect any of the other terms of the 2024 Term Loan B. Fees incurred in connection with the repricing were \$1.1 million, of which \$0.5 million were expensed and included within "Other expense, net" in the consolidated statements of operations during the year ended December 31, 2018 and the remaining \$0.6 million were capitalized and recorded within "Long-term debt, net of unamortized deferred financing fees" on the consolidated balance sheets. The capitalized fees associated with the repricing are being amortized along with the remaining unamortized deferred financing fees related to the 2024 Term Loan B over its original seven-year term.

The 2024 Term Loan B requires scheduled quarterly payments in amounts equal to 0.25% of the original principal amount of the 2024 Term Loan B, with the balance to be paid at maturity. As of December 31, 2021 and 2020, \$7.0

million of the scheduled future payments related to the 2024 Term Loan B were classified as current debt on the Company's consolidated balance sheets.

Loans under the 2022 Revolving Facility, at the Borrowers' option, may be maintained as (a) LIBOR loans, which bear interest at a rate per annum equal to LIBOR plus the applicable margin (as defined in the Credit Agreement), if applicable, or (b) base rate loans which bear interest at a rate per annum equal to the base rate plus the applicable margin (as defined in the Credit Agreement).

The Senior Credit Facility is collateralized by a security interest in substantially all of the assets of the Borrowers, and the guarantors thereunder, including Trinseo Materials S.à r.l., certain Luxembourg subsidiaries and certain foreign subsidiaries organized in the United States, The Netherlands, Hong Kong, Singapore, Ireland, Germany, and Switzerland.

The Senior Credit Facility requires the Borrowers and their restricted subsidiaries to comply with customary affirmative, negative, and financial covenants, including limitations on their abilities to incur liens; make certain loans and investments; incur additional debt (including guarantees or other contingent obligations); merge, consolidate liquidate or dissolve; transfer or sell assets; pay dividends and other distributions to shareholders or make certain other restricted payments; enter into transactions with affiliates; restrict any restricted subsidiary from paying dividends or making other distributions or agree to certain negative pledge clauses; materially alter the business they conduct; prepay certain other indebtedness; amend certain material documents; and change their fiscal year.

The 2022 Revolving Facility contains a financial covenant that requires compliance with a springing first lien net leverage ratio test. If the outstanding balance under the 2022 Revolving Facility exceeds 30% of the \$375.0 million borrowing capacity (excluding undrawn letters of credit up to \$10.0 million and cash collateralized letters of credit) at a quarter end, then the Borrowers' first lien net leverage ratio may not exceed 2.00 to 1.00.

#### *2026 Revolving Facility*

On May 3, 2021, the Issuers entered into (i) an amendment to the existing credit agreement dated as of September 6, 2017 in which the Issuers borrowed a new tranche of term loans in an aggregate amount of \$750.0 million senior secured term loan B facility maturing in May 2028 (the "2028 Term Loan B"), used to finance a portion of the purchase price of the PMMA Acquisition, and (ii) an amendment to the existing credit agreement, pursuant to which the existing revolving credit facility has been refinanced with a new revolving credit facility in an aggregate amount of \$375.0 million, with a \$25.0 million swingline subfacility and a \$35.0 million letter of credit subfacility, maturing in May 2026. Amounts under the 2026 Revolving Facility are available in U.S. dollars and euros. The terms under the 2026 Revolving Facility are substantially unchanged from the 2022 Revolving Facility. As a result of amending the revolving credit facility, during the year ended December 31, 2021, the Company recognized a \$0.5 million loss on extinguishment of long-term debt related to the write-off of a portion of the existing unamortized deferred financing fees. This amount has been recorded with "Other expense, net" in the consolidated statement of operations.

The 2028 Term Loan B bears an interest rate of LIBOR plus 2.50%, subject to a 0.00% LIBOR floor, and was issued at a 0.5% original issue discount. Further, the 2028 Term Loan B requires scheduled quarterly payments in amounts equal to 0.25% of the original principal amount of the 2028 Term Loan B, with the balance to be paid at maturity. As of December 31, 2021, \$7.5 million of the scheduled future payments related to the 2028 Term Loan B were classified as current debt on the Company's consolidated balance sheets.

The 2026 Revolving Facility contains a financial covenant that requires compliance with a springing first lien net leverage ratio test. If the outstanding balance under the 2026 Revolving Facility exceeds 30% of the \$375.0 million borrowing capacity (excluding undrawn letters of credit up to \$10.0 million and cash collateralized letters of credit) at a quarter end, then the Borrowers' first lien net leverage ratio may not exceed 3.50 to 1.00. As of December 31, 2021, the Company was in compliance with all debt covenant requirements under the Senior Credit Facility.

Fees incurred in connection with the issuance of the 2028 Term Loan B were \$18.7 million, which were capitalized and recorded within "Long-term debt, net of unamortized deferred financing fees" on the consolidated balance sheet, and are being amortized over the seven-year term of the 2028 Term Loan B using the effective interest method.

Fees incurred in connection with the 2026 Revolving Facility were \$0.4 million, which were capitalized and recorded within "Deferred charges and other assets" on the consolidated balance sheet, and are being amortized along

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with the remaining \$0.8 million of unamortized deferred financing fees from the 2022 Revolving Facility over the five-year term of the facility using the straight-line method.

*2025 Senior Notes*

On August 29, 2017, the Issuers executed an indenture (the “2017 Indenture”) pursuant to which they issued \$500.0 million aggregate principal amount of 5.375% senior notes due 2025 (the “2025 Senior Notes”) in a 144A private transaction exempt from the registration requirements of the Securities Act of 1933, as amended. Interest on the 2025 Senior Notes is payable semi-annually on May 3 and November 3 of each year, commencing on May 3, 2018. The 2025 Senior Notes mature on September 1, 2025.

Fees and expenses incurred in connection with the issuance of the 2025 Senior Notes in 2017 were \$9.7 million, which were capitalized and recorded within “Long-term debt, net of unamortized deferred financing fees” on the consolidated balance sheets, and are being amortized over the eight-year term of the 2025 Senior Notes using the effective interest method.

At any time prior to September 1, 2020, the Issuers were able to redeem the 2025 Senior Notes in whole or in part, at their option, at a redemption price equal to 100% of the principal amount of such notes plus the relevant applicable premium as of, and accrued and unpaid interest to, but not including, the redemption date. At any time and from time to time after September 1, 2020, the Issuers may redeem the 2025 Senior Notes, in whole or in part, at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest, if any, on the notes redeemed to, but not including, the redemption date:

<b>12-month period commencing September 1 in Year</b>	<b>Percentage</b>
2020	102.688 %
2021	101.792 %
2022	100.896 %
2023 and thereafter	100.000 %

At any time prior to September 1, 2020, the Issuers were able to redeem up to 40% of the aggregate principal amount of the 2025 Senior Notes at a redemption price equal to 105.375%, plus accrued and unpaid interest to, but not including, the redemption date, with the aggregate gross proceeds from certain equity offerings.

The 2025 Senior Notes are the Issuers’ senior unsecured obligations and rank equally in right of payment with all of the Issuers’ existing and future indebtedness that is not expressly subordinated in right of payment thereto. The 2025 Senior Notes will be senior in right of payment to any future indebtedness that is expressly subordinated in right of payment thereto and effectively junior to (a) the Issuers’ existing and future secured indebtedness, including the Company’s Accounts Receivable Securitization Facility (defined below) and the Issuers’ Senior Credit Facility, to the extent of the value of the collateral securing such indebtedness and (b) all existing and future liabilities of the Issuers’ non-guarantor subsidiaries.

The 2017 Indenture contains customary covenants that, among other things, limit the Issuers’ and certain of their subsidiaries’ ability to incur additional indebtedness and guarantee indebtedness; pay dividends on, redeem or repurchase capital shares; make investments; prepay certain indebtedness; create liens; enter into transactions with the Issuers’ affiliates; designate the Issuers’ subsidiaries as Unrestricted Subsidiaries (as defined in the 2017 Indenture); and consolidate, merge, or transfer all or substantially all of the Issuers’ assets. The covenants are subject to a number of exceptions and qualifications. Certain of these covenants will be suspended during any period of time that (1) the 2025 Senior Notes have investment grade ratings (as defined in the 2017 Indenture) and (2) no default has occurred and is continuing under the 2017 Indenture. In the event that the 2025 Senior Notes are downgraded to below an investment grade rating, the Issuers and certain subsidiaries will again be subject to the suspended covenants with respect to future events.

*Accounts Receivable Securitization Facility*

In 2010, Styron Receivable Funding Ltd. (“SRF”), a VIE in which the Company is the primary beneficiary, executed an agreement for an accounts receivable securitization facility (the “Accounts Receivable Securitization Facility”). As of December 31, 2021, the Accounts Receivable Securitization Facility permits borrowings by two of the

Company's subsidiaries, Trinseo Europe GmbH ("TE") and Trinseo Export GmbH ("Trinseo Export"), up to a total of \$150.0 million. As noted in the table above, in September 2021, the Company extended the maturity date of the facility to November 2021 and then further amended the facility in November 2021, which included extension of the maturity date to November 2024. As amended, the Accounts Receivable Securitization Facility incurs fixed interest charges of 1.65% on outstanding borrowings plus variable commercial paper rates, as well as fixed charges of 0.80% on available, but undrawn commitments. There were \$0.4 million of fees incurred in connection with amending the facility which were capitalized and recorded within "Deferred charges and other assets" on the consolidated balance sheet and are being amortized over the five-year term of the facility using the straight-line method.

Under the Accounts Receivable Securitization Facility, TE and Trinseo Export sell their accounts receivable to SRF. In turn, SRF may utilize these receivables as collateral to borrow from commercial paper conduits in exchange for cash. The Company has agreed to continue servicing the receivables for SRF. If utilized as collateral by SRF, the conduits have a first priority perfected security interest in such receivables and, as a result, the receivables will not be available to the creditors of the Company or its other subsidiaries.

#### **NOTE 13—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 in the consolidated balance sheets at fair value. Refer to Note 14 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 its 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. The Company entered into a specific such foreign exchange forward contract for €950.0 million in December 2020 in order to economically hedge the euro-denominated purchase price of the PMMA business, which was acquired on May 3, 2021, as discussed in Note 4. These derivative contracts were not designated for hedge accounting treatment, and were settled during the year ended December 31, 2021.

As of December 31, 2021, the Company had open foreign exchange forward contracts with a notional U.S. dollar equivalent absolute value of \$646.7 million. The following table displays the notional amounts of the most significant net foreign exchange hedge positions outstanding as of December 31, 2021:

<b>Buy / (Sell)</b>	<b>December 31, 2021</b>
Euro	\$ (512.5)
Chinese Yuan	\$ (44.7)
Swiss Franc	\$ 25.1
New Taiwan Dollar	\$ 21.2
Mexican Peso	\$ (11.7)

Open foreign exchange forward contracts as of December 31, 2021 have 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 rate. 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.

The Company had no open foreign exchange cash flow hedges as of December 31, 2021.

*Interest Rate Swaps*

On September 6, 2017, the Company issued the 2024 Term Loan B, which currently bears an interest rate of LIBOR plus 2.00%, 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 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 December 31, 2021, 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 in September 2022. 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 one-month LIBOR (0.09% as of December 31, 2021) from the counterparties.

*Net Investment Hedge*

On September 1, 2017, the Company entered into certain fixed-for-fixed cross currency swaps ("CCS"), swapping USD principal and interest payments on its 2025 Senior Notes for euro-denominated payments. Under the terms of the CCS (the "2017 CCS"), the Company notionally exchanged \$500.0 million at an interest rate of 5.375% for €420.0 million at a weighted average interest rate of 3.45% for approximately five years. Additionally, on September 1, 2017, the Company designated the full notional amount of the 2017 CCS (€420.0 million) as a hedge of its net investment in certain European subsidiaries under the forward method, with all changes in the fair value of the 2017 CCS recorded as a component of AOCI, as the 2017 CCS were deemed to be highly effective hedges. A cumulative foreign currency translation loss of \$38.0 million was recorded within AOCI related to the 2017 CCS through March 31, 2018.

Effective April 1, 2018, in conjunction with the adoption of new hedge accounting guidance, the Company elected as an accounting policy to re-designate the 2017 CCS as a net investment hedge (and any future similar hedges) under the spot method. As such, changes in the fair value of the 2017 CCS included in the assessment of effectiveness (changes due to spot foreign exchange rates) were recorded as cumulative foreign currency translation within OCI, and will remain in AOCI until either the sale or substantially complete liquidation of the subsidiary. As of December 31, 2021, no gains or losses have been reclassified from AOCI into income related to the sale or substantially complete liquidation of the relevant subsidiaries. As an additional accounting policy election applied to similar hedges, the initial value of any component excluded from the assessment of effectiveness is recognized in income using a systematic and rational method over the life of the hedging instrument. Any difference between the change in the fair value of the excluded component and amounts recognized in income under that systematic and rational method is recognized in AOCI.

As of April 1, 2018, the initial excluded component value related to the 2017 CCS was \$23.6 million, which the Company elected to amortize as a reduction of "Interest expense, net" in the consolidated statements of operations using the straight-line method over the remaining term of the 2017 CCS. Additionally, the Company recognizes the accrual of periodic USD and euro-denominated interest receipts and payments under the terms of its CCS arrangements, including its 2017 CCS, within "Interest expense, net" in the consolidated statements of operations.

On February 26, 2020, the Company settled its 2017 CCS and replaced it with a new CCS arrangement (the "2020 CCS") that carried substantially the same terms as the 2017 CCS. Upon settlement of the 2017 CCS, the Company realized net cash proceeds of \$51.6 million. The remaining \$13.8 million unamortized balance of the initial excluded component related to the 2017 CCS at the time of settlement is no longer being amortized following the settlement and will remain in AOCI until either the sale or substantially complete liquidation of the relevant subsidiaries. Under the 2020 CCS, the Company notionally exchanged \$500.0 million at an interest rate of 5.375% for €459.3 million at a

weighted average interest rate of 3.672% for approximately 2.7 years, with a final maturity of November 3, 2022. The cash flows under the 2020 CCS are aligned with the Company's principal and interest obligations on its 5.375% 2025 Senior Notes.

For the third quarter of 2020, based on the value of the Company's net investment in certain of its European subsidiaries, a portion of the 2020 CCS was not a highly effective hedge. As a result, the Company de-designated €16.1 million of the 2020 CCS from being a net investment hedge for the third quarter of 2020, pursuant to which changes in the fair value of this non-hedged component were recognized within "Other expense, net" in the consolidated statements of operations during the third quarter of 2020. For the fourth quarter of 2020, the Company's 2020 CCS returned to being a highly effective hedge and thus it was re-designated in its entirety as a net investment hedge.

*Summary of Derivative Instruments*

The following table presents the effect of the Company's derivative instruments, including those not designated for hedge accounting treatment, on the consolidated statements of operations for the years ended December 31, 2021, 2020, and 2019:

	Location and Amount of Gain (Loss) Recognized in Statements of Operations			
	Year Ended December 31, 2021			
	Cost of sales	Interest expense, net	Acquisition purchase hedge gain (loss)	Other expense, net
<b>Total amount of income (expense) line items presented in the statements of operations, which include the effects of derivative instruments</b>	\$ (4,128.6)	\$ (79.4)	\$ (22.0)	\$ (9.5)
<b>Effects of cash flow hedge instruments:</b>				
<b>Foreign exchange cash flow hedges</b>	\$ 1.0	\$ —	\$ —	\$ —
Amount of gain reclassified from AOCI into income	\$ —	\$ —	\$ —	\$ —
<b>Interest rate swaps</b>	\$ —	\$ (3.5)	\$ —	\$ —
Amount of loss reclassified from AOCI into income	\$ —	\$ —	\$ —	\$ —
<b>Effects of net investment hedge instruments:</b>				
<b>Cross currency swaps</b>	\$ —	\$ 7.4	\$ —	\$ —
Amount of gain excluded from effectiveness testing	\$ —	\$ 7.4	\$ —	\$ —
<b>Effects of derivatives not designated as hedge instruments:</b>				
<b>Foreign exchange forward contracts</b>	\$ —	\$ —	\$ (22.0)	\$ 63.2
Amount of gain (loss) recognized in income	\$ —	\$ —	\$ (22.0)	\$ 63.2
	Location and Amount of Gain (Loss) Recognized in Statements of Operations			
	Year Ended December 31, 2020			
	Cost of sales	Interest expense, net	Acquisition purchase hedge gain (loss)	Other expense, net
<b>Total amount of income (expense) line items presented in the statements of operations, which include the effects of derivative instruments</b>	\$ (2,423.5)	\$ (43.6)	\$ 7.3	\$ (7.9)
<b>Effects of cash flow hedge instruments:</b>				
<b>Foreign exchange cash flow hedges</b>	\$ (0.8)	\$ —	\$ —	\$ —
Amount of loss reclassified from AOCI into income	\$ —	\$ —	\$ —	\$ —
<b>Interest rate swaps</b>	\$ —	\$ (2.4)	\$ —	\$ —
Amount of loss reclassified from AOCI into income	\$ —	\$ (2.4)	\$ —	\$ —
<b>Effects of net investment hedge instruments:</b>				
<b>Cross currency swaps</b>	\$ —	\$ 8.6	\$ —	\$ —
Amount of gain excluded from effectiveness testing	\$ —	\$ 8.6	\$ —	\$ —
Amount of loss recognized in income <sup>(1)</sup>	\$ —	\$ —	\$ —	\$ (0.8)
<b>Effects of derivatives not designated as hedge instruments:</b>				
<b>Foreign exchange forward contracts</b>	\$ —	\$ —	\$ 7.3	\$ (26.3)
Amount of loss recognized in income	\$ —	\$ —	\$ 7.3	\$ (26.3)

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	Location and Amount of Gain (Loss) Recognized in Statements of Operations			
	Year Ended December 31, 2019			
	Cost of sales	Interest expense, net	Acquisition purchase price hedge gain (loss)	Other expense, net
<b>Total amount of income (expense) line items presented in the statements of operations, which include the effects of derivative instruments</b>	<b>\$ (3,073.5)</b>	<b>\$ (39.3)</b>	<b>\$ —</b>	<b>\$ (3.4)</b>
<b>Effects of cash flow hedge instruments:</b>				
<b>Foreign exchange cash flow hedges</b>				
Amount of gain reclassified from AOCI into income	\$ 6.7	\$ —	\$ —	\$ —
<b>Interest rate swaps</b>				
Amount of gain reclassified from AOCI into income	\$ —	\$ 0.9	\$ —	\$ —
<b>Effects of net investment hedge instruments:</b>				
<b>Cross currency swaps</b>				
Amount of gain excluded from effectiveness testing	\$ —	\$ 15.8	\$ —	\$ —
<b>Effects of derivatives not designated as hedge instruments:</b>				
<b>Foreign exchange forward contracts</b>				
Amount of gain recognized in income	\$ —	\$ —	\$ —	\$ 8.0

(1) Amount represents the change in fair value of the portion of the 2020 CCS that was de-designated from hedge accounting for the third quarter of 2020.

The following table presents the effect of cash flow and net investment hedge accounting on AOCI for the years ended December 31, 2021, 2020, and 2019:

	Gain (Loss) Recognized in AOCI on Balance Sheets		
	Year Ended December 31,		
	2021	2020	2019
<b>Designated as Cash Flow Hedges</b>			
Foreign exchange cash flow hedges	\$ 2.3	\$ (1.4)	\$ (2.2)
Interest rate swaps	3.6	(4.4)	(6.1)
Total	<u>\$ 5.9</u>	<u>\$ (5.8)</u>	<u>\$ (8.3)</u>
<b>Designated as Net Investment Hedges</b>			
Cross currency swaps (CCS) <sup>(1)</sup>	\$ 44.1	\$ (41.0)	\$ 17.9
Total	<u>\$ 44.1</u>	<u>\$ (41.0)</u>	<u>\$ 17.9</u>

(1) Amount for the year ended December 31, 2020 includes the effect on AOCI from the 2017 CCS through its settlement on February 26, 2020 and the effect on AOCI from the 2020 CCS from when it was entered into on February 26, 2020 through December 31, 2020.

	Gain (Loss) Recognized in Other expense, net in Statement of Operation		
	Year Ended December 31,		
	2021	2020	2019
Settlements and changes in the fair value of forward contracts (not designated as hedges) <sup>(1)</sup>	\$ 63.2	\$ (26.3)	\$ 8.0
Remeasurement of foreign currency-denominated assets and liabilities	\$ (61.9)	\$ 24.4	\$ (6.4)
<b>Total</b>	<b>\$ 1.3</b>	<b>\$ (1.9)</b>	<b>\$ 1.6</b>

(1) Amounts do not include the gain (loss) of \$(22.0) million and \$7.3 million, respectively, recorded from the change in fair value of the forward currency hedge arrangement on the euro-denominated purchase price of the PMMA business during the years ended December 31, 2021 and 2020.

The Company expects to reclassify in the next twelve months an approximate \$2.2 million net loss from AOCI into earnings related to the Company's outstanding foreign exchange cash flow hedges and interest rate swaps as of December 31, 2021, based on current foreign exchange rates.

The following tables summarize the net unrealized gains and losses and balance sheet classification of outstanding derivatives recorded in the consolidated balance sheets:

Balance Sheet Classification	December 31, 2021				
	Foreign Exchange	Foreign Exchange	Interest	Cross	Total
	Forward Contracts	Cash Flow Hedges	Rate Swaps	Currency Swaps	
<b>Asset Derivatives:</b>					
Accounts receivable, net of allowance	\$ 2.3	\$ —	\$ —	\$ —	\$ 2.3
Gross derivative asset position	2.3	—	—	—	2.3
<i>Less: Counterparty netting</i>	(0.1)	—	—	—	(0.1)
Net derivative asset position	\$ 2.2	\$ —	\$ —	\$ —	\$ 2.2
<b>Liability Derivatives:</b>					
Accounts payable	\$ (1.3)	\$ —	\$ (2.2)	\$ (17.4)	\$ (20.9)
Gross derivative liability position	(1.3)	—	(2.2)	(17.4)	(20.9)
<i>Less: Counterparty netting</i>	0.1	—	—	—	0.1
Net derivative liability position	\$ (1.2)	\$ —	\$ (2.2)	\$ (17.4)	\$ (20.8)
<b>Total net derivative position</b>	<b>\$ 1.0</b>	<b>\$ —</b>	<b>\$ (2.2)</b>	<b>\$ (17.4)</b>	<b>\$ (18.6)</b>

Balance Sheet Classification	December 31, 2020				
	Foreign Exchange Forward Contracts	Foreign Exchange Cash Flow Hedges	Interest Rate Swaps	Cross Currency Swaps	Total
<b>Asset Derivatives:</b>					
Accounts receivable, net of allowance (1)	\$ 8.2	\$ —	\$ —	\$ 5.0	\$ 13.2
Gross derivative asset position	8.2	—	—	5.0	13.2
<i>Less: Counterparty netting</i>	(6.5)	—	—	—	(6.5)
Net derivative asset position	\$ 1.7	\$ —	\$ —	\$ 5.0	\$ 6.7
<b>Liability Derivatives:</b>					
Accounts payable	\$ (8.3)	\$ (2.1)	\$ (3.4)	\$ —	\$ (13.8)
Other noncurrent obligations	—	—	(2.5)	(66.5)	(69.0)
Gross derivative liability position	(8.3)	(2.1)	(5.9)	(66.5)	(82.8)
<i>Less: Counterparty netting</i>	6.5	—	—	—	6.5
Net derivative liability position	\$ (1.8)	\$ (2.1)	\$ (5.9)	\$ (66.5)	\$ (76.3)
<b>Total net derivative position</b>	<b>\$ (0.1)</b>	<b>\$ (2.1)</b>	<b>\$ (5.9)</b>	<b>\$ (61.5)</b>	<b>\$ (69.6)</b>

(1) Balance as of December 31, 2020 includes a \$7.3 million receivable representing the fair value of the forward currency hedge arrangement on the euro-denominated purchase price of the PMMA business.

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 consolidated balance sheets.

Refer to Notes 14 and 22 for further information regarding the fair value of the Company's derivative instruments and the related changes in AOCI.

#### NOTE 14—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.

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The following tables summarize the basis used to measure certain assets and liabilities at fair value on a recurring basis in the consolidated balance sheets at December 31, 2021 and 2020:

	December 31, 2021			
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
<b>Assets (Liabilities) at Fair Value</b>				
Foreign exchange forward contracts—Assets	\$ —	\$ 2.2	\$ —	\$ 2.2
Foreign exchange forward contracts—(Liabilities)	—	(1.2)	—	(1.2)
Interest rate swaps—(Liabilities)	—	(2.2)	—	(2.2)
Cross currency swaps—(Liabilities)	—	(17.4)	—	(17.4)
<b>Total fair value</b>	<b>\$ —</b>	<b>\$ (18.6)</b>	<b>\$ —</b>	<b>\$ (18.6)</b>
 <b>December 31, 2020</b>				
	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
	\$ —	\$ 1.7	\$ —	\$ 1.7
Foreign exchange forward contracts—(Liabilities)	—	(1.8)	—	(1.8)
Foreign exchange cash flow hedges—(Liabilities)	—	(2.1)	—	(2.1)
Interest rate swaps—(Liabilities)	—	(5.9)	—	(5.9)
Cross currency swaps—Assets	—	5.0	—	5.0
Cross currency swaps—(Liabilities)	—	(66.5)	—	(66.5)
<b>Total fair value</b>	<b>\$ —</b>	<b>\$ (69.6)</b>	<b>\$ —</b>	<b>\$ (69.6)</b>

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.

*Nonrecurring Fair Value Measurements*

In connection with the Company's strategy to focus efforts and increase investments in certain product offerings serving applications that are less cyclical and offer significantly higher growth and margin potential, and other management considerations, in March of 2020, the Company initiated a consultation process with the Economic Council and Works Councils of Trinseo Deutschland regarding the potential disposition of its styrene monomer assets in Boehlen, Germany. In late 2020, the Company completed its evaluation of the assets and decided to continue operating them, however the assessment of the long-lived asset group for impairment indicated that the carrying value was not recoverable when compared to the expected undiscounted future cash flows generated from the assets. The fair value of the depreciable assets was determined through an analysis of the underlying fixed asset records in conjunction with the use of industry experience and available market data.

As a result of the fair value measurements performed, the Company recorded impairment charges on the Boehlen styrene monomer assets of \$5.8 million and \$11.1 million for the years ended December 31, 2021 and 2020, respectively. These impairment charges reflect the initial impairment charge taken in March of 2020, as well as

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subsequent impairment charges related to ongoing capital expenditures at the Boehlen styrene monomer facility that were determined to be impaired. These charges are recorded within “Impairment charges” on the consolidated statements of operations and are allocated to the Feedstocks segment. As of December 31, 2021 and 2020, the value of the Boehlen styrene monomer assets recorded within the Company’s consolidated balance sheets as \$3.4 million and \$3.7 million, respectively.

There were no other financial assets and no financial liabilities measured at fair value on a nonrecurring basis as of December 31, 2021 and 2020.

*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 December 31, 2021 and 2020:

	As of December 31, 2021	As of December 31, 2020
2029 Senior Notes	\$ 460.2	\$ —
2028 Term Loan B	737.4	—
2025 Senior Notes	509.4	513.5
2024 Term Loan B	667.5	674.0
<b>Total fair value</b>	<b>\$ 2,374.5</b>	<b>\$ 1,187.5</b>

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. Fair value amount presented reflect the Company’s carrying value of debt, net of original issuance discount.

There were no other significant financial instruments outstanding as of December 31, 2021 and 2020.

**NOTE 15—INCOME TAXES**

Income (loss) before income taxes earned within and outside the United States is shown below:

	Year Ended December 31,		
	2021	2020	2019
United States	\$ 55.5	\$ 56.8	\$ 115.2
Outside of the United States	295.0	48.6	(15.4)
<b>Income before income taxes</b>	<b>\$ 350.5</b>	<b>\$ 105.4</b>	<b>\$ 99.8</b>

The provision for income taxes is composed of:

	Year Ended December 31, 2021			Year Ended December 31, 2020			Year Ended December 31, 2019		
	Current	Deferred	Total	Current	Deferred	Total	Current	Deferred	Total
U.S.									
federal	\$ 5.9	\$ 4.4	\$ 10.3	\$ 3.3	\$ 11.9	\$ 15.2	\$ 16.9	\$ 5.2	\$ 22.1
U.S. state									
and other	1.7	0.8	2.5	2.8	1.8	4.6	3.2	0.9	4.1
Non-U.S.	65.4	(7.3)	58.1	28.7	(5.8)	22.9	30.0	(43.5)	(13.5)
<b>Total</b>	<b>\$ 73.0</b>	<b>\$ (2.1)</b>	<b>\$ 70.9</b>	<b>\$ 34.8</b>	<b>\$ 7.9</b>	<b>\$ 42.7</b>	<b>\$ 50.1</b>	<b>\$ (37.4)</b>	<b>\$ 12.7</b>

The effective tax rate on pre-tax income differs from the U.S. statutory rate due to the following:

	Year Ended December 31,		
	2021	2020	2019
Taxes at U.S. statutory rate <sup>(1)</sup>	\$ 73.6	\$ 22.2	\$ 21.0
State and local income taxes	2.2	4.0	3.2
Non U.S. statutory rates, including credits	(9.2)	2.4	(7.7)
U.S. tax effect of foreign earnings and dividends	—	0.2	(1.5)
Unremitted earnings	6.3	4.9	5.2
Change in valuation allowances <sup>(2)(3)</sup>	(17.7)	(7.7)	45.0
Uncertain tax positions	(1.0)	(0.6)	4.0
Withholding taxes	6.9	3.5	4.4
Share-based compensation	0.1	1.5	(1.0)
Non-deductible interest	1.0	3.0	2.1
Non-deductible other expenses	2.7	0.6	0.3
Provision to return adjustments	3.1	5.0	3.4
Swiss Tax Reform <sup>(2)</sup>	—	—	(65.0)
U.S. Base Erosion and Anti-Abuse Tax	—	3.1	—
Other—net	2.9	0.6	(0.7)
Total provision for income taxes	\$ 70.9	\$ 42.7	\$ 12.7
Effective tax rate	20 %	40 %	13 %

(1) The U.S. statutory rate of 21% has been used as management believes it is more meaningful to the Company.

(2) The year ended December 31, 2019 includes a \$65.0 million one-time deferred tax benefit recorded as a result of changes in the Swiss federal and cantonal tax rules, which were enacted on August 6, 2019 and October 25, 2019, respectively. This one-time benefit was partially offset by a \$25.3 million valuation allowance for the portion of the cantonal deferred tax asset that more likely than not will expire before utilization. See discussion below for further information.

(3) The year ended December 31, 2021 includes a \$16.3 million one-time deferred tax benefit recorded due to the release of a valuation allowance, as a result of improvements in business operations and projected future results of the Company's subsidiaries in China.

Deferred income taxes reflect temporary differences between the valuation of assets and liabilities for financial and tax reporting:

	December 31,			
	2021		2020	
	Deferred Tax Assets	Deferred Tax Liabilities	Deferred Tax Assets	Deferred Tax Liabilities
Tax loss and credit carryforwards <sup>(1)</sup>	\$ 98.5	\$ 35.7	\$ 189.0	\$ —
Unremitted earnings	—	15.3	—	29.4
Unconsolidated affiliates	—	—	—	16.1
Other accruals and reserves <sup>(2)</sup>	34.2	—	26.5	—
Property, plant and equipment <sup>(2)(3)</sup>	—	97.2	—	51.2
Goodwill and other intangible assets <sup>(4)</sup>	70.7	—	70.0	—
Deferred financing fees	2.5	—	3.2	—
Employee benefits	44.4	—	58.0	—
	<u>250.3</u>	<u>148.2</u>	<u>346.7</u>	<u>96.7</u>
Valuation Allowance <sup>(1)(5)</sup>	(127.7)	—	(220.5)	—
<b>Total</b>	<b><u>\$ 122.6</u></b>	<b><u>\$ 148.2</u></b>	<b><u>\$ 126.2</u></b>	<b><u>\$ 96.7</u></b>

- (1) For the year ended December 31, 2021, \$63.3 million of net operating losses were written off related to Trinseo S.A., our former parent company, that was merged into Trinseo PLC as part of the Redomiciliation to Ireland (refer to Note 1), offset by the write off of a \$63.3 million associated valuation allowance.
- (2) Amounts as of December 31, 2020 include an increase of \$19.6 million to the deferred tax liability related to operating lease ROU assets and an increase of \$19.6 million to the deferred tax asset related to operating lease liabilities, to reflect the gross deferred tax assets and liabilities which were previously shown as net.
- (3) Includes \$45.6 million of deferred tax liabilities assumed as part of the Aristech Surfaces Acquisition and PMMA Acquisition as of December 31, 2021, measured at period-end exchange rates.
- (4) Includes the impact of Swiss federal and cantonal tax reform of \$3.4 million and \$62.1 million, respectively, as of December 31, 2021 and \$4.5 million and \$67.5 million, respectively, as of December 31, 2020, measured at period-end exchange rates. See discussion below for further information.
- (5) Includes a valuation allowance of \$25.8 million and \$28.1 million as of December 31, 2021 and 2020, respectively, related to Swiss cantonal tax reform, measured at period-end exchange rates. See discussion below for further information.

As of December 31, 2021 and 2020, all undistributed earnings of foreign subsidiaries and affiliates are expected to be repatriated.

Operating loss carryforwards amounted to \$389.4 million in 2021 and \$774.8 million in 2020. As of December 31, 2021, \$17.4 million of the operating loss carryforwards were subject to expiration in 2022 through 2027, and \$372.0 million of the operating loss carryforwards expire in years beyond 2027 or have an indefinite carryforward period. The Company had valuation allowances which were related to the realization of recorded tax benefits on tax loss carryforwards, as well as other net deferred tax assets, primarily from subsidiaries in Luxembourg and Switzerland of \$127.7 million as of December 31, 2021 and \$220.5 million as of December 31, 2020.

Swiss federal and cantonal tax reform was enacted on August 6, 2019 and October 25, 2019, respectively, and includes measures such as, the elimination of certain preferential tax regimes and implementation of new tax rates at both the federal and cantonal levels. It also includes transitional relief measures which may provide for future tax deductions. As a result of both the federal and cantonal law changes, the Company recorded a \$65.0 million one-time deferred tax benefit for the year ended December 31, 2019, of which \$61.6 million was related to cantonal tax law changes. The Company believes it is more likely than not that a portion of this deferred tax benefit recorded as a result of these cantonal tax law changes, will not be realized during the utilization period provided by the legislation, spanning

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2025 through 2029. This is based on the Company's estimate of future taxable income in Switzerland, which was determined using management's judgment and assumptions about various factors, such as: historical experience and results, cyclical nature of the business, implications of COVID-19, recent acquisitions and divestitures, and future industry and macroeconomic conditions and trends possible during the aforementioned utilization period. As a result, the Company recorded a \$25.3 million valuation allowance as of December 31, 2019. As of December 31, 2021, due to foreign exchange translation, the total valuation allowance recorded is \$25.8 million.

It is possible that the remainder of the one-time deferred tax benefit from Swiss tax law changes may expire unused if the Company is not able to generate sufficient taxable income in Switzerland. In the future, if the Company cannot assert it is more likely than not it will realize this net deferred tax asset, an additional valuation allowance will be established, impacting the Company's financial position and results of operations in the period recognized.

For the years presented, a reconciliation of the beginning and ending amount of the unrecognized tax benefits is as follows:

Balance as of December 31, 2018	\$ 6.3
Increases related to current year tax positions	0.6
Increases related to prior year tax positions	3.8
Decreases related to prior year tax positions	—
Settlement of uncertain tax positions	(1.3)
Decreases due to expiration of statutes of limitations	(0.4)
Balance as of December 31, 2019	\$ 9.0
Increases related to current year tax positions	0.6
Increases related to prior year tax positions	0.3
Decreases related to prior year tax positions	(0.5)
Settlement of uncertain tax positions	(0.9)
Decreases due to expiration of statutes of limitations	—
Balance as of December 31, 2020	\$ 8.5
Increases related to current year tax positions	0.6
Increases related to prior year tax positions	—
Decreases related to prior year tax positions	(0.2)
Settlement of uncertain tax positions	(1.4)
Decrease due to expiration of statutes of limitations	—
Balance as of December 31, 2021	\$ 7.5

In regard to unrecognized tax benefits, the Company recognized expense related to interest and penalties of \$0.3 million and \$0.8 million during the years ended December 31, 2021 and 2019, whereas the Company recognized a benefit related to interest and penalties of \$0.4 million during the year ended December 31, 2020. Interest and penalties related to unrecognized tax benefits were included as a component of income tax expense in the consolidated statements of operations. As of December 31, 2021 and 2020, the Company had \$1.8 million and \$1.5 million, respectively, accrued for interest and penalties. To the extent that the unrecognized tax benefits are recognized in the future, \$8.3 million will impact the Company's effective tax rate.

As of December 31, 2021, the Company anticipates that it is reasonably possible that \$1.4 million of unrecognized tax benefits, including the impact relating to accrued interest and penalties, could be realized within the next 12 months due to the expiration of the statute of limitations in certain jurisdictions.

Tax years that remain subject to examination for the Company's major tax jurisdictions are shown below.

Major Tax Jurisdictions	Earliest Open Year
United States: Federal income tax	2018
Germany	2014
Switzerland	2015
Netherlands	2017
Luxembourg	2011
China	2011
Hong Kong	2006
Indonesia	2017
Italy	2010

## NOTE 16—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 Dow Separation, the pre-closing environmental conditions were retained by Dow and the Company has been indemnified by Dow from and against all environmental liabilities incurred or relating to the predecessor periods. There are several properties which the Company now owns on which Dow has been conducting investigation, monitoring, or remediation to address historical contamination. Those properties include Allyn's Point, Connecticut and Dalton, Georgia. There are other properties with historical contamination that are owned by Dow that the Company leases for its operations, including its facilities in Midland, Michigan, Schkopau, Germany, and Terneuzen, The Netherlands. Other than certain immaterial environmental liabilities assumed as part of the PMMA Acquisition and the Aristech Surfaces Acquisition, no environmental claims have been asserted or threatened against the Company. The Company is not a potentially responsible party for any material amounts at any Superfund sites. As of December 31, 2021, the Company had \$4.4 million of accrued obligations for environmental remediation or restoration costs, which were recorded at fair value within the opening balance sheets of the PMMA business and Aristech Surfaces during 2021. The Company had no accrued obligations for environmental remediation or restoration costs as of December 31, 2020.

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 consolidated financial statements over the next 12 months.

### *Purchase Commitments*

In the normal course of business, the Company has certain raw material purchase contracts under which it is required to purchase certain minimum volumes at current market prices. These commitments have remaining terms ranging from one to five years. The following table presents the fixed and determinable portion (based on current pricing indexes) of the minimum obligation under the Company's purchase commitments with remaining contract terms in excess of one year as of December 31, 2021:

Annual Commitment							Total
2022	2023	2024	2025	2026	Thereafter		
\$ 859.1	\$ 807.4	\$ 263.2	\$ 98.1	\$ 50.4	—	\$	2,078.2

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 obligations shown in the table above.

### *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.

### *European Commission Request for Information*

On June 6, 2018, Trinseo Europe GmbH, a subsidiary of the Company, received a Request for Information in the form of a letter from the European Commission Directorate General for Competition (the "European Commission") related to styrene monomer commercial activity in the European Economic Area. The Company subsequently commenced an internal investigation into these commercial activities and discovered instances of inappropriate activity.

On October 28, 2019, a supplemental request for information was received from the European Commission. This request was limited to historical employment, entity, and organizational structures, along with certain financial, styrene purchasing, and styrene market information, as well as certain spot styrene purchase contracts. The Company has provided this information and continues to fully cooperate with the European Commission.

The proceedings with the European Commission continue and its outcome remains open. Based on its findings, the European Commission may decide to: (i) require further information; (ii) conduct unannounced raids of the Company's premises; (iii) adopt a decision imposing fines, and/or request certain behavioral or structural commitments from the Company; or (iv) in view of defense arguments by the Company close the proceedings. As a result of the above factors, the Company is unable to predict the ultimate outcome of this matter or estimate the range of reasonably possible losses that could be incurred. However, any potential losses incurred could be material to the Company's results of operations, balance sheet, and cash flows for the period in which they are resolved or become probable and reasonably estimable.

#### **NOTE 17—PENSION PLANS AND OTHER POSTRETIREMENT BENEFITS**

##### *Defined Benefit Pension Plans*

Many of the Company's employees are participants in various defined benefit pension plans which are administered and sponsored by the Company and are primarily in Germany, Switzerland, The Netherlands, The United States, China, Belgium, France, Taiwan, Indonesia, Italy, Mexico, and Japan.

Company employees who were not previously associated with the acquired pension and postretirement plans are not eligible for enrollment in a number of these plans. Pension benefits are typically based on length of service and the employee's final average compensation

##### *Other Postretirement Benefits*

The Company provides certain health care and life insurance benefits primarily to Dow-heritage employees in the United States when they retire.

In the U.S., the plan provides for health care benefits, including hospital, physicians' services, drug and major medical expense coverage. In general, the plan applies to employees hired by Dow before January 1, 2008 and transferred to the Company in connection with the Dow Separation, and who are at least 50 years old with 10 years of service. The plan allows for spouse coverage as well. If an employee was hired on or before January 1, 1993, the coverage extends past age 65. For employees hired after January 1, 1993 but before January 1, 2008, coverage ends at age 65. The Company reserves the right to modify the provisions of the plan at any time, including the right to terminate, and does not guarantee the continuation of the plan or its provisions.

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*Assumptions*

The weighted average assumptions used to determine pension plan obligations and net periodic benefit costs are provided below:

	Non-U.S. Defined Benefit Pension Plans						U.S. Defined Benefit Pension Plans <sup>(1)</sup>	
	Pension Plan Obligations			Net Periodic Benefit Costs			Pension Plan Obligations	Net Periodic Benefit Costs
	December 31,			December 31,			December 31,	
	2021	2020	2019	2021	2020	2019	2021	2021
Discount rate for projected benefit obligation	1.10 %	0.74 %	1.02 %	0.74 %	1.02 %	1.83 %	2.92 %	3.09 %
Discount rate for service cost	N/A	N/A	N/A	0.78 %	1.04 %	1.67 %	N/A	3.20 %
Discount rate for interest cost	N/A	N/A	N/A	0.57 %	0.79 %	1.57 %	N/A	2.37 %
Rate of increase in future compensation levels	2.90 %	2.84 %	2.80 %	2.84 %	2.80 %	2.79 %	3.00 %	3.00 %
Expected long-term rate of return on plan assets	N/A	N/A	N/A	0.66 %	0.82 %	1.56 %	N/A	5.89 %

(1) The Company's U.S. defined benefit pension plans were acquired in 2021, primarily in conjunction with the PMMA Acquisition, and as such, there were no assumptions used to determine pension plan obligations or net periodic benefit costs as of and for the years ended December 31, 2020 and 2019.

The weighted average assumptions used to determine other postretirement benefit ("OPEB") obligations and net periodic benefit costs are provided below:

	OPEB Obligations			Net Periodic Benefit Costs		
	December 31,			December 31,		
	2021	2020	2019	2021	2020	2019
Discount rate for accumulated postretirement benefit obligation	2.90 %	3.11 %	3.48 %	3.11 %	3.48 %	4.38 %
Discount rate for service cost	N/A	N/A	N/A	3.32 %	3.61 %	4.42 %
Discount rate for interest cost	N/A	N/A	N/A	2.34 %	3.08 %	4.14 %
Initial health care cost trend rate	6.00 %	6.25 %	6.70 %	6.25 %	6.70 %	6.70 %
Ultimate health care cost trend rate	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %	5.00 %
Year ultimate trend rate to be reached	2026	2026	2025	2026	2025	2024

The Company determines the discount rate used to measure plan liabilities as of the December 31 measurement date for the pension and postretirement benefit plans. The discount rate reflects the current rate at which the associated liabilities could be effectively settled at the end of the year. The Company sets its rate to reflect the yield of a portfolio of high quality, fixed-income debt instruments that would produce cash flows sufficient in timing and amount to settle projected future benefits. The Company uses a full yield curve approach in the estimation of the future service and interest cost components of net periodic benefit cost for its defined benefit pension and other postretirement benefit plans

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by applying the specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows.

The expected long-term rate of return on plan assets is determined by performing an analysis of key economic and market factors impacting historical returns for each asset class and formulating a projected return based on factors in the current environment. Factors considered include, but are not limited to, inflation, real economic growth, interest rate yield, interest rate spreads, and other valuation measures and market metrics. The expected long-term rate of return for each asset class is then weighted based on the strategic asset allocation approved by the governing body for each plan. The historical experience with the pension fund asset performance is also considered.

The net periodic benefit costs for the pension and other postretirement benefit plans for the years ended December 31, 2021, 2020, and 2019 were as follows:

	Non-U.S. Defined Benefit Pension Plans			U.S. Defined Benefit Pension Plans <sup>(2)</sup>			Other Postretirement Benefit Plans		
	December 31,			December 31,			December 31,		
	2021	2020	2019	2021	2020	2019	2021	2020	2019
<b>Net periodic benefit cost<sup>(1)</sup></b>									
Service cost	\$ 16.0	\$ 13.2	\$ 10.2	\$ 0.5	\$ —	\$ —	\$ 0.1	\$ —	\$ 0.1
Interest cost	2.5	3.1	4.8	0.5	—	—	0.1	0.2	0.2
Expected return on plan assets	(1.0)	(1.2)	(2.1)	(0.7)	—	—	—	—	—
Amortization of prior service credit	(0.9)	(1.2)	(1.1)	—	—	—	—	—	—
Amortization of net (gain) loss	6.3	4.0	2.9	—	—	—	(0.1)	(0.1)	(0.2)
Settlement and curtailment (gain) loss	(1.6)	0.7	0.8	0.1	—	—	—	—	—
Net periodic benefit cost	<u>\$ 21.3</u>	<u>\$ 18.6</u>	<u>\$ 15.5</u>	<u>\$ 0.4</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 0.1</u>	<u>\$ 0.1</u>	<u>\$ 0.1</u>
<b>Amounts recognized in other comprehensive income (loss)</b>									
Net (gain) loss	\$ (35.5)	\$ 25.3	\$ 27.9	\$ 0.7	\$ —	\$ —	\$ (0.2)	\$ 0.3	\$ 0.1
Amortization of prior service credit	0.9	1.2	1.1	—	—	—	—	—	—
Amortization of net gain (loss)	(6.3)	(4.0)	(2.9)	—	—	—	0.1	0.1	0.2
Settlement and curtailment gain (loss)	1.6	(0.7)	(0.8)	(0.1)	—	—	—	—	—
Prior service credit	(2.4)	—	—	—	—	—	—	—	—
Total recognized in other comprehensive income (loss)	<u>(41.7)</u>	<u>21.8</u>	<u>25.3</u>	<u>0.6</u>	<u>—</u>	<u>—</u>	<u>(0.1)</u>	<u>0.4</u>	<u>0.3</u>
Net periodic benefit cost	<u>21.3</u>	<u>18.6</u>	<u>15.5</u>	<u>0.4</u>	<u>—</u>	<u>—</u>	<u>0.1</u>	<u>0.1</u>	<u>0.1</u>
Total recognized in net periodic benefit cost and other comprehensive income (loss)	<u>\$ (20.4)</u>	<u>\$ 40.4</u>	<u>\$ 40.8</u>	<u>\$ 1.0</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 0.5</u>	<u>\$ 0.4</u>

- (1) 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 expense, net" in the consolidated statements of operations.
- (2) The Company's U.S. defined benefit pension plans were acquired in 2021, primarily in conjunction with the PMMA Acquisition, and as such, there were no net periodic benefit costs for the years ended December 31, 2020 and 2019.

The changes in the pension benefit obligations, the fair value of plan assets, and the funded status of all significant plans for the years ended December 31, 2021 and 2020 were as follows:

	Non-U.S. Defined Benefit Pension Plans		U.S. Defined Benefit Pension Plans <sup>(3)</sup>		Other Postretirement Benefit Plans	
	December 31,		December 31,		December 31,	
	2021	2020	2021	2020	2021	2020
<b>Change in projected benefit obligations</b>						
Benefit obligation at beginning of period	\$ 446.5	\$ 384.1	\$ —	\$ —	\$ 6.7	\$ 6.2
Service cost	16.0	13.2	0.5	—	0.1	—
Interest cost	2.5	3.1	0.5	—	0.1	0.2
Plan participants' contributions	1.7	1.8	—	—	—	—
Actuarial changes in assumptions and experience <sup>(1)</sup>	(28.1)	27.7	1.2	—	(0.2)	0.3
Benefits paid from fund	(1.1)	(2.6)	—	—	—	—
Benefit payments by employer	(2.9)	(2.2)	(0.2)	—	—	—
Acquisitions <sup>(2)</sup>	6.7	—	31.5	—	0.8	—
Plan amendments	(2.4)	—	—	—	—	—
Curtailments	(3.3)	(3.3)	—	—	—	—
Settlements	(10.1)	(14.4)	(3.0)	—	—	—
Currency impact	(31.7)	39.1	—	—	—	—
<b>Benefit obligation at end of period</b>	<b>\$ 393.8</b>	<b>\$ 446.5</b>	<b>\$ 30.5</b>	<b>\$ —</b>	<b>\$ 7.5</b>	<b>\$ 6.7</b>
<b>Change in plan assets</b>						
Fair value of plan assets at beginning of period	\$ 157.1	\$ 148.8	\$ —	\$ —	\$ —	\$ —
Actual return on plan assets	(1.1)	5.3	1.3	—	—	—
Settlements	(10.1)	(14.4)	(3.0)	—	—	—
Employer contributions	5.7	6.2	1.1	—	—	—
Plan participants' contributions	1.7	1.8	—	—	—	—
Benefits paid	(4.0)	(4.8)	(0.2)	—	—	—
Acquisitions <sup>(2)</sup>	0.7	—	18.8	—	—	—
Currency impact	(10.9)	14.2	—	—	—	—
Fair value of plan assets at end of period	139.1	157.1	18.0	—	—	—
<b>Funded status at end of period</b>	<b>\$ (254.7)</b>	<b>\$ (289.4)</b>	<b>\$ (12.5)</b>	<b>\$ —</b>	<b>\$ (7.5)</b>	<b>\$ (6.7)</b>

- (1) The actuarial gain incurred during the year ended December 31, 2021 was primarily due to the increase in discount rates during the year while the actuarial loss incurred during the year ended December 31, 2020 was primarily due to the decrease in discount rates during the year.
- (2) Amount as of December 31, 2021 relates primarily to the pension liabilities assumed in conjunction with the PMMA Acquisition.
- (3) The Company's U.S. defined benefit pension plans were acquired in 2021, primarily in conjunction with the PMMA Acquisition, and as such, there were no balances as of December 31, 2020.

The net amounts recognized in the consolidated balance sheets as of December 31, 2021 and 2020 were as follows:

	Non-U.S. Defined Benefit Pension Plans		U.S. Defined Benefit Pension Plans <sup>(1)</sup>		Other Postretirement Benefit Plans	
	December 31,		December 31,		December 31,	
	2021	2020	2021	2020	2021	2020
<b>Net amounts recognized in the balance sheets as of December 31</b>						
Current liabilities	\$ (4.5)	\$ (5.4)	\$ —	\$ —	\$ (0.2)	\$ (0.1)
Noncurrent liabilities	(250.2)	(284.0)	(12.5)	—	(7.3)	(6.6)
Net amounts recognized in the balance sheet	<u>\$ (254.7)</u>	<u>\$ (289.4)</u>	<u>\$ (12.5)</u>	<u>\$ —</u>	<u>\$ (7.5)</u>	<u>\$ (6.7)</u>
Accumulated benefit obligation at the end of the period	<u>\$ 367.7</u>	<u>\$ 405.0</u>	<u>\$ 27.4</u>	<u>\$ —</u>	<u>\$ 7.5</u>	<u>\$ 6.7</u>
<b>Pretax amounts recognized in AOCI as of December 31</b>						
Net prior service credit	\$ (2.4)	\$ (1.7)	\$ —	\$ —	\$ —	\$ (0.1)
Net loss (gain)	51.6	103.6	0.6	—	(1.6)	(1.5)
Total at end of period	<u>\$ 49.2</u>	<u>\$ 101.9</u>	<u>\$ 0.6</u>	<u>\$ —</u>	<u>\$ (1.6)</u>	<u>\$ (1.6)</u>

(1) The Company's U.S. defined benefit pension plans were acquired in 2021, primarily in conjunction with the PMMA Acquisition, and as such, there were no balances as of December 31, 2020.

The estimated future benefit payments, reflecting expected future service, as appropriate, are presented in the following table:

	2027 through						
	2022	2023	2024	2025	2026	2031	Total
Non-U.S. defined benefit pension plans	\$ 8.1	\$ 10.0	\$ 7.9	\$ 9.9	\$ 10.9	\$ 69.2	\$ 116.0
U.S. defined benefit pension plans	1.4	1.7	1.6	1.7	1.6	9.4	17.4
Other postretirement benefit plans	0.2	0.2	0.3	0.4	0.4	2.6	4.1
Total	<u>\$ 9.7</u>	<u>\$ 11.9</u>	<u>\$ 9.8</u>	<u>\$ 12.0</u>	<u>\$ 12.9</u>	<u>\$ 81.2</u>	<u>\$ 137.5</u>

The Company estimates it will make cash contributions, including benefit payments for unfunded plans, of \$7.8 million in 2022 to the defined benefit pension plans.

The following information relates to pension plans with projected and accumulated benefit obligations in excess of the fair value of plan assets as of December 31, 2021 and 2020:

Projected Benefit Obligation	Non-U.S. Defined Benefit Pension Plans		U.S. Defined Benefit Pension Plans <sup>(1)</sup>	
	December 31,		December 31,	
	2021	2020	2021	2020
<b>Exceeds the Fair Value of Plan Assets</b>				
Projected benefit obligations	\$ 294.2	336.2	\$ 30.5	—
Fair value of plan assets	\$ 39.6	46.8	\$ 18.0	—

(1) The Company's U.S. defined benefit pension plans were acquired in 2021, primarily in conjunction with the PMMA Acquisition, and as such, there were no balances as of December 31, 2020.

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Accumulated Benefit Obligation <u>Exceeds the Fair Value of Plan Assets</u>	Non-U.S. Defined Benefit Pension Plans		U.S. Defined Benefit Pension Plans <sup>(1)</sup>	
	December 31,		December 31,	
	2021	2020	2021	2020
Accumulated benefit obligations	\$ 268.1	300.6	\$ 27.9	—
Fair value of plan assets	\$ 39.6	46.8	\$ 18.0	—

(1) The Company's U.S. defined benefit pension plans were acquired in 2021, primarily in conjunction with the PMMA Acquisition, and as such, there were no balances as of December 31, 2020.

*Plan Assets*

Plan assets totaled \$157.1 million as of December 31, 2021 and 2020, consisting primarily of investments in insurance contracts, as well as equity and debt securities.

The Company's investment strategy with respect to pension assets outside of the United States is to pursue an investment plan consisting of investments in insurance contracts that provide for guaranteed returns. For pension assets inside of the United States, the Company's investment strategy is to pursue an investment plan that, over the long term, will satisfy the funding objectives of the plan, and generate a total return that provides sufficient assets to fund plan liabilities, subject to a prudent level of risk, while maintaining compliance with various laws and regulations. The Company has established target allocations for each asset category, which is reviewed periodically to assess the need to rebalance the plan.

Plan assets outside the United States are invested in a mix of asset classes designed to generate strong long-term growth of principal while avoiding excessive risk. Assets may include, but are not necessarily limited to, equities, fixed income, liquid marketable assets, and less liquid alternatives. Additionally, the portfolio may include assets with the objective of hedging interest rate risk inherent in pension plan liabilities through the use of fixed income assets with various duration exposure. This portfolio diversification is expected to reduce the impact of losses in single investments, and mitigate the risk of volatility, while providing sufficient assets and liquidity to pay benefits and expenses as they come due.

Pension plan assets are managed by outside investment managers. The investment managers value our plan assets using quoted market prices, other observable inputs or unobservable inputs. Certain assets are not available on an exchange or in an active market and these investments are valued using their net asset value, which is generally based on the underlying asset values of the investments held in the funds. Investments in the pension plan insurance were valued utilizing unobservable inputs, which are contractually determined based returns, fees, and the present value of the future cash flows, or cash surrender values, of the contracts.

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The following plan assets are measured at fair value on a recurring basis:

Basis of Fair Value Measurements	December 31, 2021				December 31, 2020			
	Total	Quoted Prices in Active Markets for Identical Items	Significant Other Observable Inputs	Significant Unobservable Inputs	Total	Quoted Prices in Active Markets for Identical Items	Significant Other Observable Inputs	Significant Unobservable Inputs
	(Level 1)	(Level 2)	(Level 3)	(Level 1)	(Level 2)	(Level 3)		
<b>U.S. defined benefit pension plans:</b>								
Cash	\$ 0.5 \$	0.5 \$	— \$	— \$	— \$	— \$	— \$	— \$
Investments measured at net asset value <sup>(1)</sup> :								
Equities	10.6	—	—	—	—	—	—	—
Debt	6.9	—	—	—	—	—	—	—
Total U.S. defined benefit pension plan assets	\$ 18.0 \$	0.5 \$	— \$	— \$	— \$	— \$	— \$	—
<b>Non-US defined benefit pension plans:</b>								
Insurance contracts	\$ 139.1 \$	— \$	— \$	139.1 \$	157.1 \$	— \$	— \$	157.1
Total non-U.S. defined benefit pension plan assets	\$ 139.1 \$	— \$	— \$	139.1 \$	157.1 \$	— \$	— \$	157.1

- (1) The Company elected to presents certain pension plan assets valued at net asset value per share as a practical expedient outside of the fair value hierarchy.
- (2) The Company's U.S. defined benefit pension plans were acquired in 2021, primarily in conjunction with the PMMA Acquisition, and as such, there were no balances as of December 31, 2020.

The following table reconciles the beginning and ending balances of plan assets measured at fair value using unobservable inputs (Level 3):

Fair Value Measurements of Plan Assets Using Significant Unobservable Inputs (Level 3)	Insurance Contracts	
	Year ended December 31, 2021	2020
Balance at beginning of period	\$ 157.1	\$ 148.8
Actual return on assets	(1.1)	5.3
Settlements	(10.1)	(14.4)
Employer contributions	5.7	6.2
Plan participant contributions	1.7	1.8
Benefits paid	(4.0)	(4.8)
Acquisitions	0.7	-
Transfers out of Level 3, net	-	-
Currency impact	(10.9)	14.2
Balance at end of period	\$ 139.1 \$	157.1

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The asset allocation for the Company's pension plans as of December 31, 2021 and 2020, and the target allocation for 2022, by asset category are as follows:

Asset category	Target Allocation		Allocation at December 31, 2021	Allocation at December 31, 2020
	2022	2021		
<b>U.S. defined benefit pension plans<sup>(1)</sup>:</b>				
Equities	60.0 %	58.6 %	—	—
Debt	40.0 %	38.3 %	—	—
Other	—	3.1 %	—	—
Total U.S. defined benefit pension plans	100.0 %	100.0 %	—	—
<b>Non-U.S. defined benefit pension plans:</b>				
Insurance contracts	100.0 %	100.0 %	100.0 %	100.0 %
Total non-U.S. defined benefit pension plans	100.0 %	100.0 %	100.0 %	100.0 %

(1) The Company's U.S. defined benefit pension plans were acquired in 2021, primarily in conjunction with the PMMA Acquisition, and as such, there were no balances as of December 31, 2020.

*Concentration of Risk*

The Company mitigates the credit risk of investments by establishing guidelines with investment managers that limit investment in any single issue or issuer to an amount that is not material to the portfolio being managed. These guidelines are monitored for compliance both by the Company and external managers. Credit risk related to derivative activity is mitigated by utilizing multiple counterparties and through collateral support agreements.

*Defined Contribution Plans*

The Company also offers defined contribution plans to eligible employees in the U.S. and in other countries, including Hong Kong, Korea, The Netherlands, Indonesia, Taiwan, and the United Kingdom. The defined contribution plans are comprised of a non-discretionary elective matching contribution component as well as a discretionary non-elective contribution component. Employees participate in the non-discretionary component by contributing a portion of their eligible compensation to the plan, which is partially matched by the Company. Non-elective contributions are made at the discretion of the Company and are based on a combination of eligible employee compensation and performance award targets. During the years ended December 31, 2021, 2020, and 2019, the Company contributed \$11.1 million, \$10.9 million, and \$11.1 million, respectively, to the defined contribution plans.

*Multiemployer Plans*

The Company also has a multiemployer plan in The Netherlands for a closed population of employees. The Company's contributions to the plan are generally determined as a percentage of the participants' salaries. During the years ended December 31, 2021, 2020, and 2019, the Company recorded expense of \$3.9 million, \$4.1 million, and \$4.3 million, respectively, related to the plan, and made contributions of \$3.9 million, \$4.0 million, and \$4.2 million, respectively, to the plan. The plan was closed at the beginning of 2022 and the employees were provided with a defined contribution plan.

**NOTE 18—SHARE-BASED COMPENSATION***Summary of Share-based Compensation Expense*

Share-based compensation expense, which is recorded within “Selling, general and administrative expenses” in the consolidated statements of operations, was as follows for the years ended December 31, 2021, 2020, and 2019. Share amounts in the tables below are in whole numbers, unless otherwise indicated.

	Year Ended December 31,			As of December 31, 2021		
	2021	2020	2019	Unrecognized Compensation Cost	Weighted Average Years	
<i>2014 Omnibus Plan Awards</i>						
RSUs	\$ 8.0	\$ 6.4	\$ 7.1	\$ 11.6	1.9	
Option Awards	4.7	2.8	3.0	3.3	1.5	
PSUs	2.5	1.9	2.9	2.8	1.8	
Total share-based compensation expense	<u>\$ 15.2</u>	<u>\$ 11.1</u>	<u>\$ 13.0</u>			

*2014 Omnibus Plan*

In connection with the IPO, the Company’s board of directors approved the 2014 Omnibus Plan, adopted on May 28, 2014 and amended on June 19, 2019, June 9, 2020, and October 8, 2021 under which 6.0 million ordinary shares is the maximum number that may be delivered upon satisfaction of awards granted. Following the IPO, all equity-based awards granted by the Company have been granted under the 2014 Omnibus Plan, which provides for awards of share options, share appreciation rights, restricted shares, unrestricted shares, share units, performance awards, cash awards and other awards convertible into or otherwise based on ordinary shares of the Company. Since the IPO, the board of directors of the Company has approved equity award grants for certain directors, executives, and employees, including RSUs, option awards, and PSUs. Prior to the Redomiciliation, when RSUs vested, option awards exercised, or PSUs vested, shares were issued from the existing pool of treasury shares. Following the Redomiciliation, when these awards vest or exercise, shares are issued from shares authorized unless use of treasury shares is authorized by shareholders.

*Restricted Share Units*

The RSUs granted to executives and employees vest in full on the third anniversary of the date of grant, generally subject to the employee remaining continuously employed by the Company through the vesting date. RSUs granted to directors of the Company vest in full on the first anniversary of the date of grant. Upon a termination of employment due to an employee’s death or retirement or a termination of employment by the Company without cause in connection with a restructuring or redundancy or due to the employee’s disability prior to the vesting date, the RSUs will vest in full or in part, depending on the type of termination. In the event employment is terminated for cause, all unvested RSUs will be forfeited.

Compensation cost for RSUs is measured at grant date based on the fair value of the award and is recognized ratably as expense over the applicable vesting term. The fair value of RSUs is equal to the fair market value of the Company’s ordinary shares based on the closing price on the date of grant. RSU award holders are entitled to an amount equal to any cash dividend paid by the Company upon one ordinary share for each RSU held by the award holder (“dividend equivalents”). The dividend equivalents are payable in cash only upon vesting of the associated RSUs and do not accrue interest.

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The following table summarizes the activity for RSUs during the year ended December 31, 2021:

<b>Restricted Share Units</b>	<b>Weighted Average Grant Date</b>	
	<b>Shares</b>	<b>Fair Value per Share</b>
Unvested, December 31, 2020	496,910	\$ 36.47
Granted	219,990	58.26
Vested	(112,187)	50.70
Forfeited	(26,801)	37.31
Unvested, December 31, 2021	<u>577,912</u>	\$ 41.96

The following table summarizes the weighted average grant date fair value per share of RSUs granted during the years ended December 31, 2021, 2020, and 2019 as well as the total fair value of awards vested during those periods:

	<b>Restricted Share Units</b>	
	<b>Weighted Average Grant Date Fair Value per Share of Grants during Period</b>	<b>Total Fair Value of Awards Vested during Period</b>
Year Ended December 31, 2021	\$ 58.26	\$ 5.7
Year Ended December 31, 2020	\$ 24.13	\$ 6.10
Year Ended December 31, 2019	\$ 48.63	\$ 10.90

*Option Awards*

The option awards, which contain an exercise term of nine years from the date of grant, vest in three equal annual installments beginning on the first anniversary of the date of grant, generally subject to the employee remaining continuously employed on the applicable vesting date. Upon a termination of employment due to the employee's death or retirement or a termination of employment by the Company without cause in connection with a restructuring or redundancy or due to the employee's disability prior to a vesting date, the option awards will vest in full or will continue to vest on the original vesting schedule, depending on the type of termination. In the event employment is terminated for cause, all vested and unvested option awards will be forfeited.

Compensation cost for option awards is measured at the grant date based on the fair value of the award and is recognized as expense over the appropriate service period utilizing graded vesting. The following table summarizes the activity for option awards during the year ended December 31, 2021:

<b>Option Awards</b>	<b>Shares</b>	<b>Weighted Average Exercise Price</b>	<b>Weighted Average Contractual Term (years)</b>	<b>Aggregate Intrinsic Value</b>
		<b>per share</b>		
Outstanding as of December 31, 2020	1,399,749	\$ 41.19		
Granted	301,035	59.87		
Exercised	(380,098)	29.09		
Forfeited	(4,904)	47.88		
Expired	(6,393)	80.61		
Outstanding as of December 31, 2021	1,309,389	\$ 48.78	6.4	\$ 14.9
Exercisable as of December 31, 2021	625,791	\$ 55.95	5.1	\$ 5.7
Expected to vest as of December 31, 2021	683,598	\$ 42.22	7.6	\$ 9.2

During the years ended December 31, 2021, 2020, and 2019, the total intrinsic value of option awards exercised was \$13.6 million, \$1.9 million, and \$0.7 million, respectively. The fair value for option awards is computed using the Black-Scholes pricing model, whose inputs and assumptions are determined as of the date of grant. Determining the fair value of the option awards requires considerable judgment, including estimating the expected term of said awards and the expected volatility of the price of the Company's ordinary shares.

The expected volatility used in the Black-Scholes model for option awards granted is predominantly based on the publicly traded history of the Company's ordinary shares. The expected term of option awards represents the period of time that option awards granted are expected to be outstanding. For all grants of option awards presented herein, 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.

The following are the weighted average assumptions used within the Black-Scholes pricing model for grants during the years ended December 31, 2021, 2020, and 2019:

	Year Ended December 31,		
	2021	2020	2019
Expected term (in years)	5.50	5.50	5.50
Expected volatility	48.69 %	39.93 %	36.00 %
Risk-free interest rate	0.79 %	1.19 %	2.53 %
Dividend yield	1.81 %	3.25 %	2.00 %

Utilizing the above assumptions, the weighted average grant date fair value per option award granted in the years ended December 31, 2021, 2020, and 2019 was \$22.55, \$6.51, and \$15.40, respectively.

#### *Performance Share Units*

PSUs, which are granted to executives, cliff vest on the third anniversary of the date of grant, generally subject to the executive remaining continuously employed by the Company through the vesting date and achieving certain performance conditions. The number of the PSUs that vest upon completion of the service period can range from 0% to 200% of the original grant, subject to certain limitations, contingent upon the Company's total shareholder return during the performance period relative to a pre-defined set of industry peer companies. Upon a termination of employment due to the executive's death or retirement, or termination in connection with a change in control or other factors prior to the vesting date, the PSUs will vest in full or in part, depending on the type of termination and the achievement of the performance conditions. Dividend equivalents accumulate on PSUs during the vesting period, are payable in cash, and do not accrue interest.

The following table summarizes the activity for PSU awards during the year ended December 31, 2021, at target:

Performance Share Units	Weighted Average Grant Date	
	Shares	Fair Value per Share
Unvested, December 31, 2020	155,730	\$ 43.51
Granted	49,463	61.06
Cancelled <sup>(1)</sup>	(22,063)	87.77
Forfeited	(10,201)	36.15
Unvested, December 31, 2021	<u>172,929</u>	<u>\$ 43.32</u>

(1) During the year ended December 31, 2021, PSU award recipients earned 0% of the target PSU awards granted in 2018 based upon the Company's total shareholder return relative to a pre-defined set of industry peer companies. As a result, the associated PSU awards were cancelled.

The fair value for PSU awards is computed using a Monte Carlo valuation model, whose inputs and assumptions are determined as of the date of grant. Determining the fair value of the PSU awards requires considerable judgment, including estimating the expected volatility of the price of the Company's ordinary shares, the correlation between the Company's share 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 PSU awards 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 share price is the closing price of the Company's ordinary shares on the grant date.

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The following are the weighted average assumptions used within the Monte Carlo valuation model for grants during the years ended December 31, 2021, 2020, and 2019:

	Year Ended December 31,		
	2021	2020	2019
Expected term (in years)	3.00	3.00	3.00
Expected volatility	58.00 %	40.50 %	36.40 %
Risk-free interest rate	0.20 %	1.16 %	2.58 %
Share price	\$ 61.06	\$ 24.30	\$ 50.95

Utilizing the above assumptions, the total grant date fair value for PSU awards granted in the years ended December 31, 2021, 2020, and 2019 was \$3.0 million, \$2.5 million and \$6.3 million, respectively.

**NOTE 19—RELATED PARTY TRANSACTIONS**

The Company did not have any significant related party transactions during the years ended December 31, 2021, 2020, and 2019.

**NOTE 20—SEGMENTS**

Beginning in the second quarter of 2021, the Company reported the results of the Synthetic Rubber business as discontinued operations in the consolidated statements of operations for all periods presented, and therefore it is no longer presented as a separate reportable segment. Refer to Note 5 for further information on the classification of the Synthetic Rubber business as discontinued operations, and the related impacts on the Company's other segment results due to this classification. The information in the tables below has been retroactively adjusted to reflect these changes.

The Engineered Materials segment includes the Company's compounds and blends products sold into higher growth and value applications, such as consumer electronics and medical, as well as soft thermoplastic elastomers ("TPEs") products which are sold into markets such as footwear and automotive. Additionally, following the PMMA Acquisition on May 3, 2021 and the Aristech Surfaces Acquisition on September 1, 2021, the Engineered Materials segment also includes PMMA and MMA products, which are sold into a variety of applications including automotive, building & construction, medical, consumer electronics, and wellness, among others. The Latex Binders segment produces styrene-butadiene latex ("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 Base Plastics segment contains the results of the acrylonitrile-butadiene-styrene ("ABS"), styrene-acrylonitrile ("SAN"), and polycarbonate ("PC") businesses, as well as compounds and blends for automotive and other applications. The Polystyrene segment includes a variety of general purpose polystyrenes ("GPPS") and polystyrene that has been modified with polybutadiene rubber to increase its impact resistant properties ("HIPS"). 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, and ABS resins. Lastly, the Americas Styrenics segment consists solely of the operations of the Company's 50%-owned joint venture, Americas Styrenics, a producer of both styrene monomer and polystyrene primarily in North America.

The following table provides disclosure of the Company's segment Adjusted EBITDA, which is used to measure segment operating performance and is defined below, for the years ended December 31, 2021, 2020, and 2019. Asset and intersegment sales information by reporting segment is not regularly reviewed or included with the Company's reporting

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to the chief operating decision maker. Therefore, this information has not been disclosed below. Refer to Note 3 for the Company's net sales to external customers by segment for the years ended December 31, 2021, 2020, and 2019.

Year Ended	Engineered Materials	Latex Binders	Base Plastics	Base Polystyrene	Feedstocks	Americas Styrenics	Corporate Unallocated	Corporate Total
<b>December 31, 2021</b>								
Equity in earnings of unconsolidated affiliates	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 92.7	\$ —	\$ 92.7
Adjusted EBITDA <sup>(1)</sup>	94.8	106.5	314.2	183.1	33.7	92.7		
Investment in unconsolidated affiliates	—	—	—	—	—	247.8	—	247.8
Depreciation and amortization	71.9	25.1	23.4	10.0	11.5	—	25.6	167.5
Capital expenditures	28.7	29.3	11.9	9.6	13.4	—	24.8	117.7
<b>December 31, 2020</b>								
Equity in earnings of unconsolidated affiliates	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 67.0	\$ —	\$ 67.0
Adjusted EBITDA <sup>(1)</sup>	34.6	76.6	106.0	79.4	3.2	67.0		
Investment in unconsolidated affiliates	—	—	—	—	—	240.1	—	240.1
Depreciation and amortization	7.3	26.1	20.1	9.4	11.8	—	17.9	92.6
Capital expenditures	5.4	22.7	13.9	4.5	9.0	—	11.1	66.6
<b>December 31, 2019</b>								
Equity in earnings of unconsolidated affiliates	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 119.0	\$ —	\$ 119.0
Adjusted EBITDA <sup>(1)</sup>	31.4	76.7	98.7	54.4	6.5	119.0		
Investment in unconsolidated affiliates	—	—	—	—	—	188.1	—	188.1
Depreciation and amortization	8.9	25.9	19.9	10.9	12.8	—	13.1	91.5
Capital expenditures	6.0	21.4	20.6	4.1	8.1	—	23.8	84.0

(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 benefits, 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:

	Year Ended December 31,		
	2021	2020	2019
Income from continuing operations before income taxes	\$ 350.5	\$ 105.4	\$ 99.8
Interest expense, net	79.4	43.6	39.3
Depreciation and amortization	167.5	92.6	91.5
Corporate Unallocated <sup>(2)</sup>	95.6	81.7	85.5
Adjusted EBITDA Addbacks <sup>(3)</sup>	132.0	43.5	70.6
Segment Adjusted EBITDA	<u>\$ 825.0</u>	<u>\$ 366.8</u>	<u>\$ 386.7</u>

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

(3) Adjusted EBITDA addbacks for the years ended December 31, 2021, 2020, and 2019 are as follows:

	Year Ended December 31,		
	2021	2020	2019
Net gain on disposition of businesses and assets	\$ (0.6)	\$ (0.4)	\$ (0.7)
Restructuring and other charges (Note 21)	9.0	5.6	16.8
Acquisition transaction and integration net costs (benefit) (Note 4)	75.3	9.1	(0.9)
Acquisition purchase price hedge loss (gain) (Note 13)	22.0	(7.3)	—
Asset impairment charges or write-offs (Note 14)	6.8	11.0	—
Other items <sup>(a)</sup>	19.5	25.5	55.4
<b>Total Adjusted EBITDA Addbacks</b>	<b>\$ 132.0</b>	<b>\$ 43.5</b>	<b>\$ 70.6</b>

(a) Other items for the year ended December 31, 2021 primarily relate to fees incurred in conjunction with certain of the Company's strategic initiatives, including our ERP upgrade project. Other items for the years ended December 31, 2020 and 2019 primarily 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, which was substantially completed in 2020, as well as fees incurred in conjunction with certain of the Company's strategic initiatives.

*Geographic Information*

As of December 31, 2021, the Company operates 40 manufacturing plants (which include a total of 81 production units) at 33 sites in 15 countries, inclusive of its joint venture. It also operates 11 R&D facilities globally, including technology and innovation development centers. Sales are attributed to geographic areas based on the location where sales originated; long-lived assets are attributed to geographic areas based on asset location. The Company is incorporated under the existing laws of Ireland, as discussed in Note 1, which therefore represents its country of domicile. The Company has no existing long-lived assets or sales generated from this country.

	As of and for the Year Ended		
	December 31,		
	2021	2020	2019
<i>United States</i>			
Sales to external customers	\$ 928.7	\$ 466.6	\$ 580.3
Long-lived assets	184.9	43.9	44.9
Right-of-use assets - operating, net	19.5	18.7	10.4
<i>Europe</i>			
Sales to external customers	\$ 2,755.8	\$ 1,453.0	\$ 1,761.5
Long-lived assets	410.3	269.1	254.0
Right-of-use assets - operating, net	61.9	53.9	54.5
<i>Asia-Pacific</i>			
Sales to external customers	\$ 1,048.8	\$ 753.4	\$ 934.6
Long-lived assets	114.5	118.1	123.3
Right-of-use assets - operating, net	3.9	5.2	5.9
<i>Rest of World</i>			
Sales to external customers	\$ 94.2	\$ 71.6	\$ 97.5
Long-lived assets	9.3	—	—
Right-of-use assets - operating, net	—	—	—
<i>Total</i>			
Sales to external customers <sup>(1)</sup>	\$ 4,827.5	\$ 2,744.6	\$ 3,373.9
Long-lived assets <sup>(2)</sup>	719.0	431.1	422.2
Right-of-use assets - operating, net <sup>(3)</sup>	85.3	77.8	70.8

- (1) Sales to external customers in Germany represented approximately 12% of the total for each of the years ended December 31, 2021 and 2020, and 10% of the total of the year ended December 31, 2019. Sales to external customers in Hong Kong represented approximately 11%, 14%, and 15% of the total for the years ended December 31, 2021, 2020, and 2019, respectively. Sales to external customers in the Netherlands represented approximately 8% of the total for each of the years ended December 31, 2021, 2020, and 2019.
- (2) Long-lived assets in Germany represented approximately 12%, 22%, and 21% of the total as of December 31, 2021, 2020, and 2019, respectively. Long-lived assets in The Netherlands represented approximately 14%, 26%, and 26% of the total as of December 31, 2021, 2020, and 2019, respectively. Long-lived assets in Italy represented approximately 22%, 6%, and 5% of the total as of December 31, 2021, 2020, and 2019, respectively. Long-lived assets consist of property, plant and equipment, net, and finance lease ROU assets.
- (3) Operating lease ROU assets in The Netherlands represented approximately 48%, 66% and 61% of the total as of December 31, 2021, 2020, and 2019, respectively. Operating lease ROU assets in Ireland represented approximately 10% of the total as of December 31, 2021. There were no balances in Ireland as of December 31, 2020 or 2019.

**NOTE 21—RESTRUCTURING**

Refer to the narrative below for discussion of the Company's restructuring activities included in the tables below. Restructuring charges are included within "Selling, general and administrative expenses" in the consolidated statements of operations. The following table provides detail of the Company's restructuring charges for the years ended December 31, 2021, 2020, and 2019:

	Year Ended December 31,			Cumulative	
	2021	2020	2019	Life-to-date Charges	Segment
<i>Corporate Restructuring Program</i>					
Accelerated depreciation	\$ (0.4)	\$ 2.5	\$ 0.4	\$ 2.5	
Employee termination benefits	0.3	2.5	15.6	18.4	
Contract terminations	—	2.4	0.4	2.8	
Decommissioning and other	—	0.2	—	0.2	
Corporate Restructuring Program Subtotal	\$ (0.1)	\$ 7.6	\$ 16.4	\$ 23.9	N/A <sup>(1)</sup>
<i>Transformational Restructuring Program</i>					
Employee termination benefits	\$ 8.7	\$ —	\$ —	\$ 8.7	N/A <sup>(1)</sup>
Transformational Restructuring Program Subtotal	\$ 8.7	\$ —	\$ —	\$ 8.7	
Other Restructurings	—	0.5	0.8		Various
<b>Total Restructuring Charges</b>	<b>\$ 8.6</b>	<b>\$ 8.1</b>	<b>\$ 17.2</b>		

(1) As this was identified as a corporate-related activity, the charges related to this restructuring program were not allocated to a specific segment, but rather included within corporate unallocated.

The following tables provide a rollforward of the liability balances associated with the Company's restructuring activities as of December 31, 2021 and 2020. Employee termination benefit and contract termination charges are recorded within "Accrued expenses and other current liabilities" in the consolidated balance sheets. The liability balance as of December 31, 2021 primarily represents activity related to the transformational restructuring program. The liability balance as of December 31, 2020 primarily represents activity related to the corporate restructuring program. No other individual restructuring activity had a material liability balance as of December 31, 2021 or 2020.

	Balance at December 31, 2020	Expenses	Deductions <sup>(1)</sup>	Balance at December 31, 2021
Employee termination benefits	\$ 7.9	\$ 9.0	\$ (6.9)	\$ 10.0
Contract terminations	0.1	—	(0.1)	—
<b>Total</b>	<b>\$ 8.0</b>	<b>\$ 9.0</b>	<b>\$ (7.0)</b>	<b>\$ 10.0</b>

	Balance at December 31, 2019	Expenses	Deductions <sup>(1)</sup>	Balance at December 31, 2020
Employee termination benefits	\$ 15.8	\$ 3.9	\$ (11.8)	\$ 7.9
Contract terminations	0.7	—	(0.6)	0.1
Decommissioning and other	—	0.7	(0.7)	—
<b>Total</b>	<b>\$ 16.5</b>	<b>\$ 4.6</b>	<b>\$ (13.1)</b>	<b>\$ 8.0</b>

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

*Transformational Restructuring Program*

In May 2021, the Company approved the transformational restructuring program associated with the Company's recent strategic initiatives. In connection with this restructuring program, during the year ended December 31, 2021, the Company incurred employee termination benefits charges of \$8.7 million. The Company expects to incur incremental employee termination benefit charges related to impacted employees as of December 31, 2021 of less than \$1.0 million, the majority of which are expected to be paid by June 30, 2022.

*Corporate Restructuring Program*

In November 2019, the Company announced the corporate restructuring program associated with the Company's shift to a global functional structure and business excellence initiatives to drive greater focus on business process optimization and efficiency, which continued through the year ended December 31, 2021. The corporate restructuring program is substantially completed as of December 31, 2021.

**NOTE 22—ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)**

The components of accumulated other comprehensive income (loss), net of income taxes, consisted of:

<u>Year Ended December 31, 2021, 2020 and 2019</u>	<u>Cumulative Translation Adjustments</u>	<u>Pension &amp; Other Postretirement Benefit Plans, Net</u>	<u>Cash Flow Hedges, Net</u>	<u>Total</u>
Balance at December 31, 2018	\$ (111.8)	\$ (39.4)	\$ 8.9	\$ (142.3)
Other comprehensive income (loss)	5.1	(19.0)	(0.7)	(14.6)
Amounts reclassified from AOCI to net income <sup>(1)</sup>	—	2.1	(7.6)	(5.5)
Balance at December 31, 2019	\$ (106.7)	\$ (56.3)	\$ 0.6	\$ (162.4)
Other comprehensive loss	(2.3)	(18.3)	(9.0)	(29.6)
Amounts reclassified from AOCI to net income <sup>(1)</sup>	—	2.7	3.2	5.9
Balance as of December 31, 2020	\$ (109.0)	\$ (71.9)	\$ (5.2)	\$ (186.1)
Other comprehensive income (loss)	(5.3)	28.4	3.4	26.5
Amounts reclassified from AOCI to net income <sup>(1)</sup>	—	9.9	2.5	12.4
Balance as of December 31, 2021	<u>\$ (114.3)</u>	<u>\$ (33.6)</u>	<u>\$ 0.7</u>	<u>\$ (147.2)</u>

(1) The following is a summary of amounts reclassified from AOCI to net income for the years ended December 31, 2021, 2020, and 2019.

AOCI Components	Amount Reclassified from AOCI			Statement of Operations Classification
	2021	2020	2019	
<b>Cash flow hedging items</b>				
Foreign exchange cash flow hedges	\$ (1.0)	\$ 0.8	\$ (6.7)	Cost of sales
Interest rate swaps	3.5	2.4	(0.9)	Interest expense, net
Total before tax	2.5	3.2	(7.6)	
Tax effect	—	—	—	Provision for income taxes
Total, net of tax	<u>\$ 2.5</u>	<u>\$ 3.2</u>	<u>\$ (7.6)</u>	
<b>Amortization of pension and other postretirement benefit plan items</b>				
Prior service credit	\$ (0.9)	\$ (1.2)	\$ (1.1)	(a)
Net actuarial loss	7.1	4.4	3.4	(a)
Curtailment and settlement loss	8.4	0.7	0.8	(a)
Total before tax	14.6	3.9	3.1	
Tax effect	(4.7)	(1.2)	(1.0)	Provision for income taxes
Total, net of tax	<u>\$ 9.9</u>	<u>\$ 2.7</u>	<u>\$ 2.1</u>	

(a) These AOCI components are included in the computation of net periodic benefit costs. Refer to Note 17 for further information.

#### NOTE 23—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.

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The following table presents basic EPS and diluted EPS for the years ended December 31, 2021, 2020, and 2019.

(in millions, except per share data)	Year Ended December 31,		
	2021	2020	2019
<b>Earnings:</b>			
Net income from continuing operations	\$ 279.6	\$ 62.7	\$ 87.1
Net income (loss) from discontinued operations	160.4	(54.8)	4.9
Net income	\$ 440.0	\$ 7.9	\$ 92.0
<b>Shares:</b>			
Weighted average ordinary shares outstanding	38.7	38.3	40.3
Dilutive effect of RSUs, option awards, and PSUs <sup>(1)</sup>	0.9	0.3	0.4
Diluted weighted average ordinary shares outstanding	39.6	38.6	40.7
<b>Income (loss) per share:</b>			
Income (loss) per share—basic:			
Continuing operations	7.22	1.63	2.16
Discontinued operations	4.15	(1.43)	0.12
Income per share—basic	\$ 11.37	\$ 0.20	\$ 2.28
Income (loss) per share—diluted:			
Continuing operations	7.07	1.62	2.14
Discontinued operations	4.05	(1.42)	0.12
Income per share—diluted	\$ 11.12	\$ 0.20	\$ 2.26

(1) Refer to Note 18 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 were 0.6 million, 1.1 million, and 0.6 million for the years ended December 31, 2021, 2020, and 2019, respectively.

**NOTE 24 – LEASES**

The Company's ROU assets and lease liabilities are classified on its consolidated balance sheets as follows:

	December 31,		Location on Balance Sheet
	2021	2020	
Operating lease ROU assets, net	\$ 85.3	\$ 77.8	Right-of-use assets - operating, net Property, plant, and equipment, net of accumulated depreciation
Finance lease ROU assets, net	3.7	7.1	Current lease liabilities - operating
Operating lease liabilities - current portion	18.4	15.5	Noncurrent lease liabilities - operating Short-term borrowings and current portion
Operating lease liabilities - noncurrent portion	69.2	65.5	Long-term debt, net of unamortized deferred financing fees
Finance lease liabilities - current portion	2.7	3.1	
Finance lease liabilities - noncurrent portion	1.0	4.1	

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The components of the Company's lease costs are classified on its consolidated statements of operations as follows:

	Year Ended December 31,		
	2021	2020	2019
<b>Finance lease cost:</b>			
Amortization of lease ROU assets	\$ 2.7	\$ 2.7	\$ 0.8
Interest on lease liabilities	0.1	0.2	0.1
<b>Operating lease cost:</b>			
Variable lease cost	20.7	21.0	18.0
Total lease cost	<u><u>\$ 23.6</u></u>	<u><u>\$ 24.2</u></u>	<u><u>\$ 19.1</u></u>

The table below shows the cash and non-cash activity related to the Company's lease liabilities during the period:

	Year Ended December 31,		
	2021	2020	2019
<b>Cash paid related to lease liabilities:</b>			
Operating cash flows from operating leases	\$ 21.4	\$ 19.3	\$ 16.8
Operating cash flows from finance leases	0.1	0.2	0.1
Financing cash flows from finance leases	2.7	2.7	0.8
<b>Non-cash lease liability activity<sup>(1)</sup>:</b>			
ROU assets obtained in exchange for new operating lease liabilities	\$ 29.0	\$ 20.5	\$ 85.6
ROU assets obtained in exchange for new finance lease liabilities	0.2	3.0	8.2

(1) Amounts for the year ended December 31, 2019 include the impact of adopting the new lease accounting standard effective January 1, 2019.

As of December 31, 2021, the maturities of the Company's operating and finance lease liabilities were as follows:

	Maturity of lease liabilities by year						
	2022	2023	2024	2025	2026	Thereafter	Total Lease Payments
Operating Leases	\$ 20.6	\$ 17.5	\$ 12.7	\$ 9.3	\$ 6.8	\$ 32.3	\$ 99.2
Finance Leases	\$ 2.5	\$ 0.6	\$ 0.6	\$ 0.2	\$ —	\$ —	\$ 3.9
Total	<u><u>\$ 23.1</u></u>	<u><u>\$ 18.1</u></u>	<u><u>\$ 13.3</u></u>	<u><u>\$ 9.5</u></u>	<u><u>\$ 6.8</u></u>	<u><u>\$ 32.3</u></u>	<u><u>\$ 103.1</u></u>
							\$ (11.6)
							\$ 91.3
							\$ (0.2)

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The following table summarizes the weighted average remaining lease terms and the weighted average discount rates as of December 31, 2021, 2020, and 2019:

	As of December 31,		
	2021	2020	2019
<b>Operating leases:</b>			
Weighted average remaining lease term (in years)	7.9	8.9	9.3
Weighted average discount rate	3.4 %	3.9 %	4.7 %
<b>Finance leases:</b>			
Weighted average remaining lease term (in years)	2.0	2.6	2.9
Weighted average discount rate	2.8 %	2.8 %	3.0 %

As of December 31, 2021, the Company has additional operating leases that have not yet commenced of \$9.6 million. These leases are expected to commence throughout 2022 with lease terms of 1 to 10 years.

**NOTE 25—SELECTED QUARTERLY FINANCIAL DATA (Unaudited)**

(in millions, except per share data)	First	Second	Third	Fourth
	Quarter	Quarter <sup>(2)</sup>	Quarter <sup>(2),(3)</sup>	Quarter <sup>(2),(3)</sup>
<b>2021<sup>(1)</sup></b>				
Net sales	\$ 986.0	\$ 1,273.7	\$ 1,269.3	\$ 1,298.5
Gross profit	188.9	220.0	168.3	121.6
Equity in earnings of unconsolidated affiliates	22.9	30.1	17.1	22.5
Operating income	155.4	151.0	107.8	47.2
Income from continuing operations before income taxes	86.0	156.2	84.9	23.4
Net income from continuing operations	65.8	133.0	79.4	1.4
Net income from discontinued operations, net of income taxes	5.7	18.6	13.7	122.4 <sup>(4)</sup>
Net income	71.5	151.6	93.1	123.8
Net income per share- basic				
Continuing operations	\$ 1.71	\$ 3.43	\$ 2.04	\$ 0.04
Discontinued operations	0.15	0.48	0.35	3.16 <sup>(4)</sup>
Net income per share- basic	\$ 1.86	\$ 3.91	\$ 2.39	\$ 3.20
Net income per share- diluted				
Continuing operations	\$ 1.67	\$ 3.35	\$ 2.01	\$ 0.04
Discontinued operations	0.14	0.47	0.35	3.10 <sup>(4)</sup>
Net income per share- diluted	\$ 1.81	\$ 3.82	\$ 2.36	\$ 3.14
<b>2020<sup>(1)</sup></b>				
Net sales	\$ 763.0	\$ 534.3	\$ 679.2	\$ 768.1
Gross profit	57.7	23.4	106.3	133.7
Equity in earnings of unconsolidated affiliates	9.8	14.4	18.3	24.6
Operating income (loss)	(15.4)	(15.1)	78.3	101.8
Income (loss) from continuing operations before income taxes	(27.2)	(27.2)	67.1	92.7
Net income (loss) from continuing operations	(69.4)	25.8	40.2	66.2
Net income (loss) from discontinued operations, net of income taxes	33.2	(154.2)	65.6	0.5
Net income (loss)	(36.3)	(128.4)	105.8	66.7
Net income (loss) per share- basic:				
Continuing operations	\$ (1.80)	\$ 0.68	\$ 1.05	\$ 1.73
Discontinued operations	0.86	(4.04)	1.72	0.01
Net income (loss) per share- basic	\$ (0.94)	\$ (3.36)	\$ 2.77	\$ 1.74
Net income (loss) per share- diluted:				
Continuing operations	\$ (1.80)	\$ 0.67	\$ 1.04	\$ 1.70
Discontinued operations	0.86	(4.02)	1.71	0.01
Net income (loss) per share- diluted	\$ (0.94)	\$ (3.35)	\$ 2.75	\$ 1.71

- (1) Beginning in the second quarter of 2021, the Company reported the results of the Synthetic Rubber business as discontinued operations for all periods presented. Refer to Note 5 for more information.
- (2) Includes the results of the PMMA Acquisition subsequent to its closing date of May 3, 2021. Refer to Note 4 for more information.
- (3) Includes the results of the Aristech Surfaces Acquisition subsequent to its closing date of September 1, 2021. Refer to Note 4 for more information.
- (4) Includes the operating results of the Synthetic Rubber business, which the Company sold on December 1, 2021, as well as the after-tax gain on sale of \$117.8 million. Refer to Note 5 for more information.
- (5) The most significant negative impacts of the COVID-19 pandemic were realized in the second quarter of 2020, noting significant improvement in demand and results in the third and fourth quarters of 2020.

**TRINSEO PLC**  
**SCHEDULE II—FINANCIAL STATEMENT SCHEDULE**  
**VALUATION AND QUALIFYING ACCOUNTS**  
**(In millions)**

	<u>Balance at Beginning of the Period</u>	<u>Charged to Cost and Expense</u>	<u>Deduction from Reserves</u>	<u>Currency Translation Adjustments</u>	<u>Balance at End of the Period</u>
<b>Allowance for doubtful accounts:</b>					
Year ended December 31, 2021	\$ 5.8	\$ (1.5)	\$ (0.2) <sup>(a)</sup>	\$ —	\$ 4.1
Year ended December 31, 2020	5.3	0.2	\$ (1.1) <sup>(a)</sup>	\$ 1.4	5.8
Year ended December 31, 2019	6.1	(0.7)	(0.2) <sup>(a)</sup>	0.1	5.3
<b>Tax valuation allowances:</b>					
Year ended December 31, 2021	\$ 220.5	\$ (89.7)	\$ —	\$ (3.1)	\$ 127.7
Year ended December 31, 2020	218.0	(1.4)	\$ —	\$ 3.9	220.5
Year ended December 31, 2019	167.6	50.4	—	—	218.0

(a) Amounts written off, net of recoveries.

## **REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Members and Board of Directors of  
Americas Styrenics LLC  
The Woodlands, Texas

### **Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of Americas Styrenics LLC and its subsidiaries (the "Company") as of December 31, 2021 and 2020, the related consolidated statements of comprehensive income, members' equity, and cash flows for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### **Critical Audit Matters**

Critical audit matters are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. We determined that there are no critical audit matters.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas  
February 11, 2022

We have served as the Company's auditor since 2008.

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**AMERICAS STYRENICS LLC**

**CONSOLIDATED BALANCE SHEETS**  
AS OF DECEMBER 31, 2021 AND 2020  
(In millions of dollars)

	<b>2021</b>	<b>2020</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 51.7	\$ 54.3
Trade receivables (net of estimated credit losses of \$2.4 in 2021 and \$1.5 in 2020)	183.1	120.8
Related company receivables	6.5	5.9
Inventories	182.8	147.8
Other current assets	23.6	10.7
Total current assets	<u>447.7</u>	<u>339.5</u>
<b>NET PROPERTY, PLANT AND EQUIPMENT</b>	<u>229.7</u>	<u>240.7</u>
<b>RIGHT-OF-USE OF ASSETS-OPERATING, NET</b>	<u>16.8</u>	<u>19.1</u>
<b>INVESTMENT IN UNCONSOLIDATED AFFILIATE</b>	<u>0.1</u>	<u>0.1</u>
<b>OTHER ASSETS:</b>		
Deferred income taxes	2.2	1.1
Other assets	5.4	5.1
Total other assets	<u>7.6</u>	<u>6.2</u>
<b>TOTAL</b>	<b><u>\$ 701.9</u></b>	<b><u>\$ 605.6</u></b>
<b>LIABILITIES AND MEMBERS' EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Trade payables	\$ 102.0	\$ 50.0
Related company payables	44.5	43.6
Other payables	18.0	8.0
Income taxes payable	6.8	5.2
Accrued liabilities	17.4	11.9
Current lease liabilities	4.9	5.2
Total current liabilities	<u>193.6</u>	<u>123.9</u>
<b>POSTRETIREMENT BENEFIT LIABILITY</b>	<u>17.1</u>	<u>17.4</u>
<b>LONG-TERM LEASE LIABILITIES</b>	<u>11.8</u>	<u>14.1</u>
<b>OTHER LONG-TERM LIABILITIES</b>	<u>2.5</u>	<u>2.4</u>
Total liabilities	<u>225.0</u>	<u>157.8</u>
<b>COMMITMENTS AND CONTINGENCIES (Note 9)</b>		
<b>MEMBERS' EQUITY:</b>		
Members' equity	477.8	448.8
Accumulated other comprehensive loss	(0.9)	(1.0)
Total members' equity	<u>476.9</u>	<u>447.8</u>
<b>TOTAL</b>	<b><u>\$ 701.9</u></b>	<b><u>\$ 605.6</u></b>

See notes to consolidated financial statements.

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**AMERICAS STYRENICS LLC**

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME  
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020, AND 2019  
(In millions of dollars)

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Net sales	\$ 1,822.3	\$ 1,115.6	\$ 1,486.1
Cost of sales	1,568.5	985.2	1,242.9
Gross margin	253.8	130.4	243.2
Technical service and development	2.1	2.0	2.3
Selling and marketing	9.5	8.9	9.5
Administrative	32.2	28.0	31.3
Foreign exchange loss	2.4	1.6	0.6
Equity in loss of investment in unconsolidated affiliate	1.1	1.6	1.2
Other operating expense - net	1.4	1.6	1.2
Operating income	205.1	86.7	197.1
Interest income	—	—	0.2
Other expense - net	(0.6)	(1.2)	(1.3)
Income before income taxes	204.5	85.5	196.0
Income tax expense	(5.5)	(5.0)	(3.5)
Net income	199.0	80.5	192.5
Other comprehensive income (loss):			
Net actuarial (loss) gain	0.1	(0.3)	(1.2)
Reclassification of prior-service cost to income	—	0.6	0.7
Net other comprehensive (loss) income — defined benefit plans	0.1	0.3	(0.5)
Total comprehensive income	<b>\$ 199.1</b>	<b>\$ 80.8</b>	<b>\$ 192.0</b>

See notes to consolidated financial statements.

**AMERICAS STYRENICS LLC**

**CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY**  
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020, AND 2019  
(In millions of dollars)

	<b>Members' Equity</b>	<b>Accumulated Other Comprehensive Loss</b>	<b>Total</b>
<b>BALANCE—January 1, 2019</b>	<b>\$ 425.8</b>	<b>\$ (0.8)</b>	<b>\$ 425.0</b>
Distribution to Members	(220.0)	—	(220.0)
Defined benefit plans—other comprehensive loss	—	(0.5)	(0.5)
Net income	192.5	—	192.5
<b>BALANCE—December 31, 2019</b>	<b>398.3</b>	<b>(1.3)</b>	<b>397.0</b>
Distribution to Members	(30.0)	—	(30.0)
Defined benefit plans—other comprehensive income	—	0.3	0.3
Net income	80.5	—	80.5
<b>BALANCE—December 31, 2020</b>	<b>448.8</b>	<b>(1.0)</b>	<b>447.8</b>
Distribution to Members	(170.0)	—	(170.0)
Defined benefit plans—other comprehensive income	—	0.1	0.1
Net income	199.0	—	199.0
<b>BALANCE—December 31, 2021</b>	<b>\$ 477.8</b>	<b>\$ (0.9)</b>	<b>\$ 476.9</b>

See notes to consolidated financial statements.

**AMERICAS STYRENICS LLC**

CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020, AND 2019  
(In millions of dollars)

	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>OPERATING ACTIVITIES:</b>			
Net income	\$ 199.0	\$ 80.5	\$ 192.5
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	36.0	39.6	41.4
Net loss on disposal of assets	—	0.5	0.7
Deferred income taxes (benefit)	(1.1)	(0.1)	0.3
Equity in loss of investment in unconsolidated affiliate	1.1	1.6	1.1
Allowance for doubtful accounts	(0.9)	(0.6)	(0.3)
Changes in assets and liabilities that provided (used) cash:			
Trade receivables	(61.4)	(3.1)	48.6
Related company receivables	(0.6)	0.2	(0.6)
Inventories	(35.0)	(2.1)	9.3
Trade payables	52.0	(39.3)	(16.7)
Related company payables	0.9	9.0	5.6
Other assets and liabilities	(2.3)	2.1	7.2
Net cash provided by operating activities	<u>187.7</u>	<u>88.3</u>	<u>289.1</u>
<b>INVESTING ACTIVITIES:</b>			
Capital expenditures	(19.2)	(46.3)	(54.4)
Disposal of assets	0.1	0.1	—
Investment in unconsolidated affiliate	(1.2)	—	(3.8)
Net cash used in investing activities	<u>(20.3)</u>	<u>(46.2)</u>	<u>(58.2)</u>
<b>FINANCING ACTIVITY—Distribution to Members</b>			
Cash used in financing activity	<u>(170.0)</u>	<u>(30.0)</u>	<u>(220.0)</u>
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	<b>(2.6)</b>	<b>12.1</b>	<b>10.9</b>
CASH AND CASH EQUIVALENTS—Beginning of year	54.3	42.2	31.3
CASH AND CASH EQUIVALENTS—End of year	<u>\$ 51.7</u>	<u>\$ 54.3</u>	<u>\$ 42.2</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>			
Noncash investing activity—capital expenditures payable	\$ 6.7	\$ 1.9	\$ 7.6
Cash paid for income taxes	<u>\$ 5.4</u>	<u>\$ 2.9</u>	<u>\$ 3.9</u>

See notes to consolidated financial statements.

## AMERICAS STYRENICS LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2021 AND 2020, AND  
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020, AND 2019  
(Amounts in millions of dollars)

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### 1. THE COMPANY

Americas Styrenics LLC is a joint venture between Chevron Phillips Chemical Company LP (“CPChem”) and Trinseo LLC. CPChem and Trinseo LLC are referred to herein as the “Members.” The Members share equally in the profits and losses of the Company.

### 2. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

**Principles of Consolidation**—The consolidated financial statements include the accounts of the Company and its subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation. The Company’s subsidiaries and partnership interests are as follows: Americas Styrenics Colombia Ltda, Americas Styrenics de Mexico, de R.L. de C.V., Americas Styrenics Canada Inc., and Americas Styrenics Participacoes LTDA (Brazil).

**Nature of Operations**—The Company was formed as a joint venture and focuses on styrenics (styrene and polystyrene) production, sales, and distribution in North America and South America.

**Cash and Cash Equivalents**—Included in cash and cash equivalents, from time to time, are short-term interest-bearing investments on deposit with financial institutions. There is nil of interest-bearing investments at December 31, 2021 and 2020.

**Trade Receivables**—The Company’s United States’ customers are primarily in the packaging industry, but also consist of other chemical and plastics manufacturers. The Company’s foreign customers reside primarily in Argentina, Brazil, Chile, Colombia, and Mexico. The Company evaluates the creditworthiness of customers and in certain circumstances, may require letters of credit to support product sales. The Company maintains a provision for credit losses based on anticipated collection of its accounts receivable.

**Inventories**—Inventories at December 31, 2021 and 2020, were as follows:

	<b>2021</b>	<b>2020</b>
Finished goods	\$ 73.6	\$ 57.8
Work in process	47.3	45.8
Raw materials	43.0	24.3
Supplies	18.9	19.9
<b>Total inventories</b>	<b>\$ 182.8</b>	<b>\$ 147.8</b>

Inventories are stated at the lower of cost or net realizable value. Finished products and work-in-process inventories include material, labor, and manufacturing overhead costs. US inventories are accounted for on a last-in, first-out (LIFO) basis. The reserves reducing inventories from a first-in, first-out (FIFO) basis to a LIFO basis amounted to \$70.8 at December 31, 2021, and \$22.8 at December 31, 2020. In 2021, the liquidation of certain of the Company’s LIFO inventory layers increased operating income by \$2.4. Inventories held by foreign subsidiaries are accounted for on a FIFO basis.

**Property, Plant, and Equipment**—Upon formation of the Company, property, plant, and equipment were recorded at the net book value of the original contributing members (CPChem and The Dow Chemical Company or “Dow”). Current additions of property, plant, and equipment are recorded at cost. The Company provides for depreciation using the straight-line method at rates based on the estimated service lives of the various classes of assets (3–45 years). Expenditures for repairs and maintenance, including major maintenance commonly known as

turnarounds, are expensed as incurred. Depreciation expense for 2021, 2020 and 2019 was \$34.6, \$37.3, and \$38.5, respectively. Components of property, plant, and equipment at December 31, 2021 and 2020, are as follows:

	<b>2021</b>	<b>2020</b>
Land and waterway improvements	\$ 13.2	\$ 13.2
Buildings	38.8	36.7
Transportation and construction equipment	61.7	62.0
Machinery and other equipment	959.5	968.9
Utilities and supply lines/other property	27.5	22.5
Construction in progress	20.7	14.6
Total property, plant, and equipment	1,121.4	1,117.9
Less accumulated depreciation	(891.7)	(877.2)
Net property, plant, and equipment	\$ 229.7	\$ 240.7

**Leases**— On January 1, 2020, the Company adopted the new lease accounting guidance, Topic 842, issued by the FASB related to leases that outlines a comprehensive lease accounting model and supersedes the prior lease guidance. The Company adopted this guidance using the modified retrospective approach and elected the optional transition method. The Company's accounting policy and practical expedient elections related to accounting for leases, including those elected as a result of the adoption of Topic 842, are summarized as follows:

- Package of practical expedients – The Company did not reassess whether expired or existing contracts contain a lease, did not reassess the classification of expired or existing leases, and did not reassess whether lease initial direct costs would qualify for capitalization under the new lease accounting standards.
- Lease and non-lease components as lessee – For leases across all asset classes in which the Company is a lessee (discussed below), the Company did not separate non-lease components from lease components and instead accounted for these items as a single lease component.
- Land easements – The Company did not reassess whether existing land easements at transition not accounted for as leases under ASC 840 are or contain a lease under the new lease accounting pronouncement.
- Use of short-term lease exemption – The Company elected to utilize the practical expedient for short-term leases.
- Use of risk-free discount rate for the lease – The Company elected to utilize the practical expedient to utilize a risk-free discount rate when the rate is not readily determinable in the lease.

The determination of whether a contract is or contains a lease is performed at the lease inception date. Lease right-of-use assets and lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term, using the risk-free rate as the implicit rates are not readily determinable for our leases.

**Equity Method Investments**—The Company established the Regenyx LLC joint venture in April 2019 for which the Company has an ownership percentage of 50%. We account for our equity investment where we own a non-controlling interest, but exercise significant influence, under the equity method of accounting. Under the equity method of accounting, our original cost of the investment is adjusted for our share of equity in the earnings of the equity investee and reduced by dividends and distributions of capital received. The Company's investment in this unconsolidated affiliate was \$0.1 as of December 31, 2021 and 2020.

**Income Taxes**—The Company is treated as a flow-through partnership for U.S. federal income tax purposes and for most state income tax purposes. As such, the Company itself is not liable for U.S. federal income taxes. The Company files a U.S. partnership return which reflects each Member's share of income or loss. The Members are responsible for reporting and paying any tax on their respective income tax returns. The Company is directly liable for certain state income and franchise taxes, foreign withholding, and foreign direct or indirect taxes.

The Company has foreign subsidiaries in Canada, Colombia, and Mexico. All foreign entities except the Canadian subsidiary have elected to be treated as disregarded foreign branches of the Company for U.S. purposes. As such, the income or loss of the respective disregarded entities will be included in the U.S. federal partnership return. The foreign subsidiaries are responsible for all applicable taxes on foreign operations, and these taxes have been provided for in the consolidated financial statements.

Accounting standards establish a “more-likely-than-not” recognition threshold that must be met before a tax benefit can be recognized in the financial statements. If a tax deduction is taken on a tax return, but does not meet the more-likely-than-not recognition threshold, an increase in income tax liability, above what is payable on the tax return, is required to be recorded. An uncertain tax position may also result in an asset which means that, after settlement, taxable income could be less than what was reported on the original tax return. The Company has not recorded any liabilities for uncertain tax positions.

**Impairment of Long-Lived Assets**—The Company evaluates the carrying value of long-lived assets to be held and used, including intangible assets, when events or circumstances warrant such a review. The carrying value of a long-lived asset to be held and used is considered impaired when the anticipated, separately identifiable undiscounted cash flows from such an asset are less than the carrying value of the asset. In that event, a loss is recognized based on the amount by which the carrying value exceeds the fair value of the long-lived asset. Fair value is determined primarily using the anticipated cash flows discounted at a rate commensurate with the risk involved. No impairment was recorded in 2021, 2020, or 2019.

**Asset Retirement Obligation**—The Company assesses whether it has legal obligations associated with the retirement of tangible long-lived assets that result from the acquisition, construction, or development and/or the normal operation of a long-lived asset, including any legal obligations that require disposal of a replaced part that is a component of a tangible long-lived asset. At December 31, 2021 and 2020, the Company had no significant asset retirement obligations.

**Foreign Currency**—The functional currency for the Company’s foreign operations is the U.S. dollar, resulting in no currency translation adjustments. Foreign currency gains and losses are reflected in operations.

**Use of Estimates**—The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Fair Value of Financial Instruments**—The carrying amounts reported in the balance sheets of cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of the immediate or short-term maturity of these financial instruments.

**Revenue Recognition**—The Company generates all revenue through product sales in which revenue is recognized at a point in time. The Company recognizes revenue when control of the promised goods is transferred to the customer. Control of goods usually passes to the customer at the time shipment is made. Revenue is measured as the amount that reflects the consideration expected to be entitled to in exchange for those goods. See “Note 5 Revenue Recognition.”

**Cost of Goods Sold**—The Company classifies the costs of manufacturing and distributing our products as cost of goods sold. Manufacturing costs include variable costs, primarily raw materials and energy, and fixed expenses directly associated with production. Manufacturing costs also include, among other things, plant site operating costs and overhead (including depreciation), production planning and logistics costs, repair and maintenance costs, plant site purchasing costs, and engineering and technical support costs. Distribution, freight and warehousing costs are also included in cost of goods sold.

**Subsequent Events**—The Company has evaluated subsequent events through February 11, 2022, the date the financial statements were available to be issued.

### **3. RECENT ACCOUNTING GUIDANCE**

#### **Accounting Pronouncements Adopted during 2021**

We adopted the following accounting pronouncements during 2021, which did not have a significant impact on our consolidated financial statements:

- FASB ASU 2021-03, *Intangibles — Goodwill and Other (Topic 350): Accounting Alternative for Evaluating Triggering Events*; and
- FASB ASU No. 2021-01, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*

**Accounting Pronouncements Pending Adoption in Future Periods**—The following accounting pronouncements becomes effective subsequent to fiscal year 2021, and we do not expect them to have a significant impact on our consolidated financial statements upon adoption:

- FASB ASU 2021-05, *Leases (Topic 842): Lessors—Certain Leases with Variable Lease Payments*
- FASB ASU 2021-09, *Leases (Topic 842): Discount Rate for Lessees That Are Not Public Business Entities*

### **4. REVOLVING CREDIT FACILITY**

The Company's unsecured \$50.0 revolving credit facility with Comerica Bank terminates in May 2025. Interest on amounts drawn under the facility equal, at the Company's option, the LIBOR-based Rate or the Base Rate plus, in each case, the Applicable Margin as defined in the credit agreement. There were no outstanding borrowings at December 31, 2021 or 2020.

### **5. REVENUE RECOGNITION**

The Company generates all revenues through sales in the open market and long-term supply agreements. The Company recognizes revenue when control of the promised goods is transferred to the customers. Control of goods usually passes to the customer at the time shipment is made. Revenue is measured as the amount that reflects the consideration that we expect to be entitled to in exchange for those goods. Sales, value add, and other taxes collected concurrent with revenue-producing activities are excluded from revenue. Incidental items that are immaterial in the context of the contract are recognized as expense. The Company has elected to account for all shipping and handling activities as fulfillment costs. The Company also elected to expense commissions when incurred as the amortization period of the commission asset that the Company would have otherwise recognized is less than one year.

All revenue is generated through product sales and recognized at a point in time. At contract inception, the Company assesses the goods and services, if any, promised in the contracts and identify a performance obligation for each promise to transfer to the customer a good or service that is distinct. In all cases, a contract has a single performance obligation to deliver a promised good to the customer. Revenue is recognized when control of the product is transferred to the customer (i.e., when the Company's performance obligation is satisfied), which typically occurs at shipment. Further, in determining whether control has transferred, the Company considers if there is a present right to payment and legal title, along with risks and rewards of ownership having transferred to the customer.

The amount of consideration the Company receives and recognizes as revenue is based upon the terms stated in the sales contract, which may contain variable consideration such as discounts or rebates. The Company allocates the transaction price to each distinct product based on their relative standalone selling price. The product price as specified on the purchase order or in the sales contract is considered the standalone selling price as it is an observable input that depicts the price as if sold to a similar customer in similar circumstances. In order to estimate the applicable variable consideration, the Company uses historical and current trend information to estimate the amount of discounts or rebates to which customers are likely to be entitled. Historically, actual discount or rebate adjustments relative to those estimated and included when determining the transaction price have not materially

differed. Payment terms vary, with the majority settling within 90 days. As standard payment terms are less than one year, the Company has elected to not assess whether a contract has a significant financing component. In the normal course of business, the Company does not accept product returns unless the item is defective as manufactured.

## 6. INCOME TAXES

The components of income before taxes for the years ended December 31, 2021, 2020, and 2019, are as follows:

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Domestic	\$ 193.3	\$ 73.9	\$ 179.2
Foreign	11.2	11.6	16.8
<b>Total income before taxes</b>	<b>\$ 204.5</b>	<b>\$ 85.5</b>	<b>\$ 196.0</b>

The components of income tax expense for the years ended December 31, 2021, 2020, and 2019, are as follows:

	<b>2021</b>	<b>2020</b>	<b>2019</b>
State—current	\$ —	\$ 0.1	\$ 0.1
Foreign—current	6.6	5.2	3.5
Foreign—deferred	(1.1)	(0.3)	(0.1)
<b>Total income tax expense</b>	<b>\$ 5.5</b>	<b>\$ 5.0</b>	<b>\$ 3.5</b>

The components of deferred income tax assets at December 31, 2021 and 2020, are as follows:

	<b>2021</b>	<b>2020</b>
Inventory	\$ 1.7	\$ 0.7
Fixed assets	0.3	0.3
Other temporary differences	0.2	0.1
<b>Total deferred tax</b>	<b>\$ 2.2</b>	<b>\$ 1.1</b>

Undistributed earnings of foreign subsidiaries are not deemed to be permanently reinvested. Currently, undistributed earnings exist in the Canadian, Colombian, and Mexican subsidiaries. Future repatriation of earnings will not be subject to tax by the Company (but rather its Members); however, foreign withholding taxes may apply.

## 7. EMPLOYEE BENEFIT PLANS

The Company provides reimbursement of medical and dental costs to retired employees. The Company's plan, the Retiree Reimbursement Account (RRA), is an unfunded plan and is calculated at the time of the employee's retirement based on years of credited service. The Company has the ability to change the benefits at any time. All employees are eligible, except for former Dow employees who choose to participate in The Dow Chemical Company Retiree Medical Care Program upon retirement. The Company uses a December 31 measurement date for the RRA.

As of December 31, 2021 and 2020, the RRA had benefit obligations in the amount of \$18.4 and \$18.6, respectively. The increases in the RRA benefit obligation as of December 31, 2021 and 2020 are primarily due to changes in the discount rates. The Company contributed and paid benefits in the amount of \$1.0 in 2021 and \$0.8 in each 2020 and 2019.

At December 31, 2021 and 2020, amounts recognized in the consolidated balance sheets consist of:

	<b>2021</b>	<b>2020</b>
Current liabilities	\$ (1.3)	\$ (1.2)
Noncurrent liabilities	(17.1)	(17.4)
<b>Total</b>	<b>\$ (18.4)</b>	<b>\$ (18.6)</b>

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At December 31, 2021 and 2020, amounts recognized in accumulated other comprehensive loss were as follows:

	<b>2021</b>	<b>2020</b>
Net actuarial loss	\$ 0.9	\$ 1.0
Prior service cost	—	—
<b>Total</b>	<b>\$ 0.9</b>	<b>\$ 1.0</b>

Net periodic benefit cost and components of other amounts recognized in other comprehensive (income) loss were as follows:

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Service cost	\$ 0.6	\$ 0.5	\$ 0.5
Interest cost	0.4	0.5	0.7
Amortization of prior service cost	—	0.7	0.6
Net periodic postretirement benefit cost	<u>\$ 1.0</u>	<u>\$ 1.7</u>	<u>\$ 1.8</u>
Other changes in benefit obligations recognized in other comprehensive loss:			
Net actuarial loss (gain)	(0.1)	0.3	1.2
Recognized prior-service cost	—	(0.6)	(0.7)
Total recognized in other comprehensive (loss) income	<u>(0.1)</u>	<u>(0.3)</u>	<u>0.5</u>
<b>Total recognized in net periodic benefit cost and other comprehensive loss</b>	<b>\$ 0.9</b>	<b>\$ 1.4</b>	<b>\$ 2.3</b>

Actuarial assumptions used to determine benefit obligations and net periodic benefit cost were as follows:

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Discount rate used to determine net periodic benefit cost	2.2 %	2.9 %	4.3 %
Discount rate used to determine benefit obligation at December 31	2.3 %	2.2 %	N/A
<b>Health Care Cost Assumptions</b>			
Initial health care cost trend rate	7.5/6.2 %	6.6 %	7.0 %
Ultimate health care cost trend rate	4.5 %	4.5 %	4.5 %
Year ultimate reached	2034/2031	2027	2027

Estimated health care cost trend rates can have a significant effect on the amounts reported for the RRA. Effective 2021, the initial health care cost trend rates were updated to determine a pre-65 and post 65 rate and ultimate year.

The Company expects to contribute approximately \$1.4 to its RRA plan in 2022.

At December 31, 2021, the estimated future benefit payments, reflecting expected future service, as appropriate, are expected to be paid as follows:

2022	\$ 1.4
2023	1.5
2024	1.7
2025	1.8
2026	1.9
2027 through 2031	8.2
<b>Total</b>	<b><u>\$ 16.5</u></b>

The Company also has a defined contribution employee savings plan and made discretionary contributions of \$4.3 in 2021, \$4.4 in 2020, and \$4.2 in 2019.

## 8. LEASES

We primarily lease buildings, tanks, railcars, vehicles, and equipment. Leases with an initial term of 12 months or less are not recognized on the balance sheet; we recognize lease expense for these leases on a straight-line basis over the lease term. Our leases have remaining lives from one month to 8 years. Certain lease agreements include one or more options to renew, at our discretion, with renewal terms that can extend the lease term by approximately 1-10 years or more. Renewal and termination options that we are reasonably certain to exercise have been included in the calculation of the lease right-of-use assets and lease liabilities. None of our lease agreements contain material residual value guarantees or material restrictions or covenants.

The components of the Company's lease costs are classified on its consolidated statements of comprehensive income in Cost of Sales as follows:

	<b>2021</b>	<b>2020</b>
Operating lease cost	\$ 6.4	\$ 5.8
Short-term lease cost	2.8	7.2
Variable (income) lease cost	(0.1)	0.1
<b>Total lease cost</b>	<b>\$ 9.1</b>	<b>\$ 13.1</b>

The table below shows the cash and non-cash activity related to the Company's lease liabilities during the period:

	<b>2021</b>	<b>2020</b>
<b>Cash paid related to lease liabilities</b>		
Operating cash flows from operating leases	\$ 6.0	\$ 5.7
<b>Non-cash lease liability activity<sup>(1)</sup></b>		
Right-of-use assets obtained in exchange for operating lease liabilities	\$ 3.7	\$ 24.5

(1) Amounts for the 2020 period include the impact of adopting the new lease accounting standard effective January 1, 2020.

The weighted average lease term and discount rate for our operating leases are as follows:

	<b>2021</b>	<b>2020</b>
Weighted average remaining lease term (in years)	5	6
Weighted average discount rate	2.0%	2.0%

As of December 31, 2021, the maturities of the Company's operating lease liabilities were as follows:

<b>Maturity of Lease Liabilities by Year</b>							
<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Thereafter</b>	<b>Total Lease Payments</b>	<b>Less Imputed Interest</b>
\$ 5.2	\$ 3.7	\$ 2.4	\$ 2.2	\$ 1.4	\$ 2.6	\$ 17.5	\$ (0.8)

As of December 31, 2021, we have additional leases, primarily for catalyst, that have not yet commenced of approximately \$1.5. These leases will commence in 2022 with lease terms of up to seven years.

## 9. COMMITMENTS AND CONTINGENCIES

**Commitments**—The Company and its subsidiaries maintain short-term rentals and non-cancelable long-term outside service agreements which expire on varying dates between 2022 and 2029.

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Total future minimum commitments in effect at December 31, 2021 are as follows:

<b>Years Ending December 31</b>		
2022	\$	6.2
2023		3.8
2024		1.6
2025		0.6
2026		0.6
2027 and thereafter		1.3
<b>Total</b>	<b>\$</b>	<b>14.1</b>

Expense for total short-term rental and long-term commitments was \$8.3, \$12.8, and \$8.3, for the years ended December 31, 2021, 2020, and 2019, respectively.

The Company has entered into long-term sales commitments and purchase agreements with several of its key suppliers, including its Members (see Note 10). The commitment contracts are for one- to three-year periods. Because the pricing and supply fluctuates with the commodity market, a definitive dollar value cannot be determined.

In addition, the Company has purchase commitments of \$42.0 mainly related to certain feedstock, utility, and third-party service costs. The Company does not consider purchase orders to be firm commitments. If the Company chooses to cancel a purchase order, it may be obligated to reimburse the vendor for unrecoverable outlays incurred prior to cancellation under certain circumstances.

**Contingencies**—The Company is a party to various legal proceedings and claims incidental to the normal conduct of its business. Management believes that the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated balance sheets or statements of comprehensive income.

Pursuant to the contribution agreement, all preexisting environmental matters have been outlined for each site and any contingencies are the responsibility of the original contributing members. All subsequent obligations are the liability of the Company. No environmental reserve was recorded as of December 31, 2021 and 2020.

#### **10. RELATED-PARTY TRANSACTIONS**

The Company entered into various supply and purchase agreements with the Members and their affiliated companies. These agreements include sales and purchases of energy, raw materials, and services. A summary of transactions for the years ended December 31, 2021, 2020, and 2019, is as follows:

	<b>2021</b>	<b>2020</b>	<b>2019</b>
Net sales	\$ 74.6	\$ 56.5	\$ 86.5
Purchases	612.6	260.6	365.2

Balances receivable and payable to the Members are presented in the consolidated balance sheets as related company receivables and payables.

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**COMPANIES ACT 2014**  
**PUBLIC LIMITED COMPANY**  
**MEMORANDUM**  
**AND**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**TRINSEO PLC**

**Effective as of 13 July 2021**

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**COMPANIES ACT 2014**  
**PUBLIC LIMITED COMPANY**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**TRINSEO PLC**

1. The name of the Company is: Trinseo PLC.
2. The Company is a public limited company for the purposes of Part 17 of the Companies Act 2014 (the "Act").
3. The objects for which the Company is established are:
  - (a) To carry on all or any of the businesses of designing, engineering, marketing, producing, manufacturing, buying, selling, distributing, offering, managing, servicing, and dealing in all kinds of products and services and any other business which may seem to the Company's board of directors capable of being conveniently carried on in connection with these objects or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's assets.
  - (b) To carry on the business of a holding company, to determine Company strategy, and to co-ordinate the administration, finances and activities of any subsidiary companies or associated companies, to do all lawful acts and things whatever that are necessary or convenient in carrying on the business of such a holding company and, in particular, to carry on in all its branches the business of a management services company, to act as managers and to direct or coordinate the management of other companies or of the business, property and estates of any company or person and to undertake and carry out all such services in connection therewith as may be deemed expedient by the Company's board of directors and to exercise its powers as a shareholder of other companies.
  - (c) To acquire and hold shares and stocks of any class or description, debentures, debenture stock, bonds, bills, mortgages, obligations, investments and securities of all descriptions and of any kind issued or guaranteed by any company, corporation or undertaking of whatever nature and wheresoever constituted or carrying on business or issued or guaranteed by any government, state, dominion, sovereign ruler, commissioners, trust, public, municipal, local or other authority or body of whatsoever nature and wheresoever situated and investments, securities and property of all descriptions and of any kind, including real and chattel real estates, mortgages, reversions, assurance policies, contingencies and choses in action.
  - (d) To remunerate by cash payments or allotment of shares or securities of the Company credited as fully paid up or otherwise any person or company for services rendered or to be rendered to the Company or any parent or subsidiary body corporate whether in the conduct or management of its business, or in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital, or any debentures or other securities of the Company or in or about the formation or promotion of the Company.
  - (e) To develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease

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or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

- (f) To purchase for investment property of any tenure and any interest therein, and to make advances upon the security of land or other similar property or any interest therein.
- (g) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or other estate or interest, whether immediate or reversionary and whether vested or contingent, any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances, and to hold, farm, work and manage and to let, sublet, mortgage or charge land and buildings of any kind, reversions, interests, annuities, life policies, and any other property real or personal, movable or immovable, either absolutely or conditionally, and either subject or not to any mortgage, charge, ground rent or other rents or encumbrances.
- (h) To erect or secure the erection of buildings of any kind with a view to occupying or letting them and to enter into any contracts or leases and to grant any licences necessary to effect same.
- (i) To maintain and improve any lands, tenements or hereditaments acquired by the Company or in which the Company is interested, in particular by decorating, maintaining, furnishing, fitting up and improving houses, shops, flats, maisonettes and other buildings and to enter into contracts and arrangements of all kinds with tenants and others.
- (j) To sell, exchange, mortgage (with or without power of sale), assign, turn to account or otherwise dispose of and generally deal with the whole or any part of the property, shares, stocks, securities, estates, rights or undertakings of the Company, real, chattels real or personal, movable or immovable, either in whole or in part, upon whatever terms and whatever consideration the Company shall think fit.
- (k) To take part in the management, supervision, or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents to act as consultants, supervisors and agents of other companies or undertakings and to provide managerial, advisory, technical, design, purchasing and selling services.
- (l) To make, draw, accept, endorse, negotiate, issue, execute, discount and otherwise deal with bills of exchange, promissory notes, letters of credit, circular notes, and other negotiable or transferable instruments.
- (m) To redeem, purchase, or otherwise acquire in any manner permitted by law and on such terms and in such manner as the Company may think fit any shares in the Company's capital.
- (n) To guarantee, support or secure whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods the performance of the obligations of, and the repayment or payment of the principal amounts of and the premiums, interest and dividends on any security of any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company or subsidiary as defined by Part 1 of the Act or another subsidiary as defined by the said Part of the Company's holding company or otherwise associated with the Company in business notwithstanding the fact that the Company may not receive any consideration, advantage or benefit, direct or indirect from entering into such guarantee or other arrangement or transaction contemplated herein.
- (o) To lend the funds of the Company with or without security and at interest or free of interest and

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on such terms and conditions as the directors shall from time to time determine.

- (p) To raise or borrow or secure the payment of money in such manner and on such terms as the directors may deem expedient whether or not by the issue of bonds, debentures or debenture stock, perpetual or redeemable, or by mortgage, charge, lien or pledge upon the whole or any part of the undertaking, property, assets and rights of the Company, present or future, including its uncalled capital and generally in any other manner as the directors shall from time to time determine and to enter into or issue interest and currency hedging and swap agreements, forward rate agreements, interest and currency futures or options and other forms of financial instruments, and to purchase, redeem or pay off any of the foregoing and to guarantee the liabilities of the Company or any other person, and any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, transfer, drawings, allotments of shares; attending and voting at general meetings of the Company, appointment of directors and otherwise.
- (q) To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally, and to admit any class or section of those who have any dealings with the Company to any share in the profits thereof or in the profits of any particular branch of the Company's business or to any other special rights, privileges, advantages or benefits.
- (r) To reduce the share capital of the Company in any manner permitted by law.
- (s) To enter into any scheme of arrangement with its creditors or members or any class of them pursuant to the Companies Act 2014.
- (t) To make gifts or grant bonuses to officers or other persons who are or have been in the employment of the Company and to allow any such persons to have the use and enjoyment of such property, chattels or other assets belonging to the Company upon such terms as the Company shall think fit.
- (u) To establish and maintain or procure the establishment and maintenance of any pension or superannuation fund (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, annuities, allowances, emoluments or charitable aid to any persons who are or were at any time in the employment or service of the Company or any of its predecessors in business, or of any company which is a subsidiary of the Company or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid may be interested and the wives, widows, children, relatives and dependants of any such persons and to make payments towards insurance and assurance and to form and contribute to provident and benefit funds for the benefit of such persons and to remunerate any person, firm or company rendering services to the Company, whether by cash payment, gratuities, pensions, annuities, allowances, emoluments or by the allotment of shares or securities of the Company credited as paid up in full or in part or otherwise.
- (v) To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns, undertakings, assets, property or rights.
- (w) To insure the life of any person who may, in the opinion of the Company, be of value to the Company, as having or holding for the Company interests, goodwill, or influence or otherwise and to pay the premiums on such insurance.
- (x) To distribute either upon a distribution of assets or division of profits among the Members of the Company in bind any property of the Company, and in particular any shares, debentures or securities of other companies belonging to the Company or of which the Company may have

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the power of disposing.

- (y) To give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company, or, where the Company is a subsidiary company, in its holding company.
- (z) To do and carry out all or any of the foregoing objects in any part of the world and either as principals, agents, contractors, trustees or otherwise, and either by or through agents, trustees or otherwise and either alone or in partnership or in conjunction with any other company, firm or person, provided that nothing herein contained shall empower the Company to carry on the businesses of insurance.

- (aa) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, trade marks, industrial designs, know-how, concessions and other forms of intellectual property rights and the like conferring any exclusive or non-exclusive or limited or contingent rights to use, or any secret or other information as to any invention or process of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
- (bb) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (cc) To acquire and undertake the whole or any part of the undertaking, business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or which is capable of being conducted so as to benefit the Company directly or indirectly or which is possessed of assets suitable for the purposes of the Company.
- (dd) To adopt such means of making known the Company and its products and services as may seem expedient.
- (ee) To acquire and carry on any business carried on by a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company.
- (ff) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (gg) To amalgamate with, merge with or otherwise become part of or associated with any other company or association in any manner permitted by law.
- (hh) To do and carry out all such other things, except the issuing of policies of insurance, as may be deemed by the Company capable of being conveniently carried on in connection with the above objects or any of them or calculated to enhance the value of or render profitable any of the Company's properties or rights.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any person, partnership or other body of persons whether incorporated or not incorporated and whether domiciled in the State or elsewhere and that the objects of the Company as specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects and shall not be in anywise limited or restricted by reference to or inference from the terms of any other

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paragraph or the name of the Company.

4. The liability of each Member is limited to the amount from time to time unpaid on such Member's Shares.
5. The authorised share capital of the Company is US\$50,000,000 and €25,000 divided into 4,000,000,000 ordinary shares of US\$0.01, 1,000,000,000 preferred shares of US\$0.01 and 25,000 deferred ordinary shares of €1.00 each.
6. The shares forming the capital, increased or reduced, may be increased or reduced and be divided into such classes and issued with any special rights, privileges and conditions or with such qualifications as regards preference, dividend, capital, voting or other special incidents, and be held upon such terms as may be attached thereto or as may from time to time be provided by the original or any substituted or amended articles of association and regulations of the Company for the time being, but so that where shares are issued with any preferential or special rights attached thereto such rights shall not be alterable otherwise than pursuant to the provisions of the Company's articles of association for the time being.
7. Capitalised terms that are not defined in this memorandum of association bear the same meaning as those given in the articles of association of the Company.

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**Companies Act 2014**

**PUBLIC LIMITED COMPANY**

**ARTICLES OF ASSOCIATION**

**of**

**Trinseo PLC**

(adopted by Special Resolution dated 13 July 2021)

**PRELIMINARY**

1. Disapplication of certain optional provisions of the Act:

Sections 43(2) and (3), 66(4), 77 to 81, 95(1)(a), 96(2) to (11), 124, 125, 126, 144(3), 144(4), 148(2), 158 to 165, 181(6), 182(2) and (5), 183(3) and (6), 187, 188, 193(1), 229, 230, 338(5), 338(6), 618(1)(b), 620(8), 1090, 1092 and 1113 of the Act shall not apply to the Company.

- 2.

- 2.1 In these Articles:

**“Act”**

means the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force.

**“Acts”**

means the Act and all statutory instruments which are to be read as one with, or construed or read together as one with the Act.

**“Address”**

includes, without limitation, any number or address used for the purposes of communication by way of electronic mail or other electronic communication.

**“Articles” or “Articles of Association”**

means these articles of association of the Company, as amended from time to time by Special Resolution.

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<b>“Assistant Secretary”</b>	means any person appointed by the Secretary from time to time to assist the Secretary.
<b>“Auditors”</b>	means the statutory auditors for the time being of the Company.
<b>“Board”</b>	means the board of directors for the time being of the Company.
<b>“clear days”</b>	means, in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
<b>“Company”</b>	means the above-named company.
<b>“Court”</b>	means the Irish High Court.
<b>“Cross Border Merger”</b>	means a merger of a national limited liability company with a limited liability company from another EU Member State, as provided in Title II of Directive (EU) 2017/1132 and as implemented in the relevant EU Member States;
<b>“Directors”</b>	means the directors for the time being of the Company.
<b>“dividend”</b>	includes interim dividends and bonus dividends.
<b>“electronic communication”</b>	shall have the meaning given to those words in the Electronic Commerce Act 2000.
<b>“electronic signature”</b>	shall have the meaning given to those words in the Electronic Commerce Act 2000.
<b>“Exchange”</b>	means any securities exchange or other system on which the Shares of the Company may be listed or otherwise authorised for trading from time to time.
<b>“Exchange Act”</b>	means the Securities Exchange Act of 1934 of the United States of America.
<b>“Member”</b>	means a person who has agreed to become a Member of the Company and whose name is entered in the Register of Members as a registered holder of Shares.
<b>“Memorandum”</b>	means the memorandum of association of the Company as amended from time to time by Special Resolution.
<b>“Merger”</b>	means the proposed Cross-Border Merger (being a merger by acquisition under Irish law) of Trinseo S.A. into the Company, by which the all assets and liabilities held by Trinseo S.A at the Merger Effective Time shall transfer by universal succession of title to the Company and Trinseo S.A. will cease to exist as at the Merger Effective Time;
<b>“Merger Effective Time”</b>	means the effective time of the Merger;

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<b>“month”</b>	means a calendar month.
<b>“Ordinary Resolution”</b>	means an ordinary resolution of the Company’s Members within the meaning of Section 191 of the Act.
<b>“Original Adoption Date”</b>	means 13 July 2021.
<b>“paid-up”</b>	means paid-up as to the nominal value and any premium payable in respect of the issue of any Shares and includes credited as paid-up.
<b>“Redeemable Shares”</b>	means redeemable shares in accordance with Section 64 of the Act.
<b>“Register of Members” or “Register”</b>	means the register of Members of the Company maintained by or on behalf of the Company, in accordance with the Acts and includes (except where otherwise stated) any duplicate Register of Members.
<b>“registered office”</b>	means the registered office for the time being of the Company.
<b>“Seal”</b>	means the common seal of the Company or (where relevant) the official securities seal kept by the Company pursuant to the Act.
<b>“Secretary”</b>	means the person appointed by the Board to perform any or all of the duties of secretary of the Company and includes an Assistant Secretary and any person appointed by the Board to perform the duties of secretary of the Company.
<b>“Share” and “Shares”</b>	means a share or shares in the capital of the Company.
<b>“Special Resolution”</b>	means a special resolution of the Company’s Members within the meaning of Section 191 of the Act.
2.2 In the Articles:	
(a)	words importing the singular number include the plural number and vice-versa;
(b)	words importing the feminine gender include the masculine gender;
(c)	words importing persons include any company, partnership or other body of persons, whether corporate or not, any trust and any government, governmental body or agency or public authority, whether of Ireland or elsewhere;
(d)	“written” and “in writing” include all modes of representing or reproducing words in visible form, including electronic communication;
(e)	references to a company include any body corporate or other legal entity, whether incorporated or established in Ireland or elsewhere;
(f)	references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;

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- (g) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (h) reference to “officer” or “officers” in these Articles means any executive that has been designated by the Company as an “officer” and, for the avoidance of doubt, shall not have the meaning given to such term in the Act and any such officers shall not constitute officers of the Company within the meaning of Section 2(1) of the Act.
- (i) headings are inserted for reference only and shall be ignored in construing these Articles; and
- (j) references to US\$, USD, \$ or dollars shall mean United States dollars, the lawful currency of the United States of America and references to €, euro, or EUR shall mean the euro, the lawful currency of Ireland.

#### **SHARE CAPITAL; ISSUE OF SHARES**

- 3. The authorised share capital of the Company is US\$50,000,000 and €25,000 divided into 4,000,000,000 ordinary shares of US\$0.01, 1,000,000,000 preferred shares of US\$0.01 and 25,000 deferred ordinary shares of €1.00 each.
- 4. Subject to the provisions of these Articles relating to new Shares, the Shares shall be at the disposal of the Directors, and they may (subject to the provisions of the Acts) allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its Members, but so that no Share shall be issued at a discount to its nominal value save in accordance with Sections 71(4) and 1026 of the Act, and so that, in the case of Shares offered to the public for subscription, the amount payable on application on each Share shall not be less than one-quarter of the nominal amount of the Share and the whole of any premium thereon.
- 5. Subject to any requirement to obtain the approval of Members under any laws, regulations or the rules of any Exchange, the Board is authorised, from time to time, in its discretion, to grant such persons, for such periods and upon such terms as the Board deems advisable, options to purchase or subscribe for any number of Shares of any class or classes or of any series of any class as the Board may deem advisable, and to cause warrants or other appropriate instruments evidencing such options to be issued.
- 6.
  - 6.1 The Directors are, for the purposes of Section 1021 of the Act, generally and unconditionally authorised to exercise all powers of the Company to allot and issue relevant securities (as defined by the said Section 1021) up to the amount of Company’s authorized but unissued share capital at the Original Adoption Date and to allot and issue any Shares purchased or redeemed by or on behalf of the Company pursuant to the provisions of the Act and held as treasury shares and this authority shall expire five years from the Original Adoption Date.
  - 6.2 The Directors are hereby empowered pursuant and subject to Sections 1022 and 1023(3) of the Act to allot equity securities within the meaning of the said Section 1023 for cash pursuant to the authority conferred by Article 6.1 as if the said Section 1022 did not apply to any such allotment. The Company may before the expiry of such authority make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such an offer or agreement as if the power conferred by Article 6.1 had not expired.
- 7. Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of Shares, any Share in the Company may be issued with such preferred or deferred or other special rights or

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such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by Ordinary Resolution determine.

8. The Company may pay commission to any person in consideration of any person subscribing or agreeing to subscribe, whether absolutely or conditionally, for the shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company on such terms and, subject to the provisions of the Act and to such conditions as the Directors may determine, including, without limitation, by paying cash or allotting and issuing fully or partly paid shares or any combination of the two. The Company may also on any issue of Shares pay such brokerage as may be lawful.

#### **SHAREHOLDER RIGHTS PLAN**

9. Subject to applicable law, the Directors are hereby expressly authorised to adopt any shareholder rights' plan (a "**Rights Plan**") upon such terms and conditions as the Directors deem expedient in the best interests of the Company, including, without limitation, where the Directors are of the opinion that a Rights Plan could grant them additional time to gather relevant information or pursue strategies in response to or anticipation of, or could prevent, a potential change of control of the Company or accumulation of Shares or interests therein.
10. The Directors may exercise any power of the Company to grant rights (including approving the execution of any documents relating to the grant of such rights) to subscribe for ordinary shares or preferred shares in the share capital of the Company ("**Rights**") in accordance with the terms of a Rights Plan.
11. The duties of the Directors to the Company under applicable law, including, but not limited to, the Act and common law, are hereby deemed amended and modified such that the adoption of a Rights Plan and any actions taken thereunder by the Directors (if so approved by the Directors) shall be deemed to constitute an action in the best interests of the Company in all circumstances, and any such action shall be deemed to be immediately confirmed, approved and ratified.

#### **ORDINARY SHARES**

12. The holder of an ordinary share shall be:
  - 12.1 entitled to dividends on a *pro rata* basis in accordance with the relevant provisions of these Articles;
  - 12.2 entitled to participate *pro rata* in the total assets of the Company in the event of the Company's winding up; and
  - 12.3 entitled, subject to the right of the Company to set record dates for the purpose of determining the identity of Members entitled to notice of and/or vote at a general meeting, to attend general meetings of the Company and shall be entitled to one vote for each Ordinary Share registered in her name in the Register of Members, both in accordance with the relevant provisions of these Articles.
13. Unless the Directors determine otherwise, a share shall be deemed to be a Redeemable Share on, and from the time of, the existence or creation of an agreement, transaction or trade between the Company (including any agent or broker acting on behalf of the Company) and any third party pursuant to which the Company acquires or will acquire shares, or an interest in shares, from the relevant third party save for an acquisition for nil consideration pursuant to section 102(1)(a) of the Act. In these circumstances, the acquisition of such shares by the Company, save where acquired for nil consideration in accordance with the Act, shall constitute the redemption of a Redeemable Share in accordance with Part 3 of the Act. No resolution, whether special or otherwise, shall be required to be passed to deem any share in the capital of the Company a Redeemable Share.
14. All ordinary shares shall rank *pari passu* with each other in all respects.

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## **PREFERRED SHARES**

15. The preferred shares may, from time to time, be allotted and issued, in one or more classes or series designated by the Directors, and the Directors are authorised to fix for each such class or series such voting power, full or limited, or no voting power, and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board providing for the issuance of such class or series, including, without limitation, the authority to provide that any such class or series of preferred shares may be:

- 15.1 redeemable at the option of the Company, or the holders, or both, with the manner of the redemption to be set by the Board, and redeemable at such time or times, including upon a fixed date, and at such price or prices;
- 15.2 entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes of Shares or any other series;
- 15.3 entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Company; or
- 15.4 convertible into, or exchangeable for, Shares of any other class or classes of Shares, or of any other series of the same or any other class or classes of Shares, at such price or prices or at such rates of exchange and with such adjustments as the Directors determine,

which rights and restrictions may be as stated in such resolution or resolutions of the Directors as determined by them in accordance with this Article 15. The Board may at any time before the allotment of any preferred share (or class or series thereof) by further resolution in any way amend the designations, preferences, rights, qualifications, limitations or restrictions, or vary or revoke the designations of such preferred shares (or class or series thereof).

16. The rights conferred upon any holder of any pre-existing Shares in the share capital of the Company shall be deemed not to be varied by the creation, issue and allotment of preferred shares (or class or series thereof) in accordance with Article 15.

## **DEFERRED ORDINARY SHARES**

17. The deferred ordinary shares shall rank pari passu with, and have the same rights, and be subject to the same restrictions, as the ordinary shares until the Merger Effective Time.

18. From the Merger Effective Time:

- 18.1 The holders of the deferred ordinary shares shall not be entitled to receive any dividend or distribution and shall not be entitled to receive notice of, nor to attend, speak or vote at any general meeting of the Company. On a return of assets, whether on liquidation or otherwise, the deferred ordinary shares shall entitle the holder thereof only to the repayment of the amounts paid up on such shares after repayment of the capital paid up on the ordinary shares plus the payment of €5,000,000 on each of the ordinary shares and the holders of the deferred ordinary shares (as such) shall not be entitled to any further participation in the assets or profits of the Company.
- 18.2 The Company as agent for the holders of deferred ordinary shares shall have the irrevocable authority to authorise and instruct the Secretary (or any other person as the Directors determine) to:
  - (a) to acquire all or any of the fully paid deferred ordinary shares otherwise than for valuable consideration in accordance with Section 102(1) of the Act and without obtaining the sanction of the holders thereof;

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- (b) to appoint any person to execute on behalf of the holders of the deferred ordinary shares remaining in issue (if any) a transfer thereof and/or an agreement to transfer the same otherwise than for valuable consideration to the Company or to such other person as the Company may nominate;
- (c) to cancel any acquired deferred ordinary shares; and
- (d) pending such acquisition and/or transfer and/or cancellation to retain the certificate (if any) for such deferred ordinary shares.

19. Neither the acquisition by the Company otherwise than for valuable consideration of all or any of the deferred ordinary shares nor the redemption thereof nor the cancellation thereof by the Company in accordance with Article 18 shall constitute a variation or abrogation of the rights or privileges attached to the deferred ordinary shares, and accordingly the deferred ordinary shares or any of them may be so acquired, redeemed and cancelled without any such consent or sanction on the part of the holders thereof. The rights conferred upon the holders of the deferred ordinary shares shall not be deemed to be varied or abrogated by the creation of further Shares ranking in priority thereto or pari passu therewith.

#### **ISSUE OF WARRANTS**

20. The Board may issue warrants to subscribe for any class of Shares or other securities of the Company on such terms as it may from time to time determine.

#### **CERTIFICATES FOR SHARES**

21. Unless otherwise provided for by the Board or the rights attaching to or by the terms of issue of any particular Shares, or to the extent required by any Exchange, depository, or any operator of any clearance or settlement system, no person whose name is entered as a Member in the Register of Members shall be entitled to receive a share certificate for all or a portion of the Shares of each class held by her (nor on transferring a part of holding, to a certificate for the balance).

22. Any share certificate, if issued, shall specify the number of Shares in respect of which it is issued and the amount paid thereon or the fact that they are fully paid, as the case may be, and may otherwise be in such form as shall be determined by the Board. Such certificates may be under Seal. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. The name and address of the person to whom the Shares represented thereby are issued, with the number of Shares and date of issue, shall be entered in the Register of Members of the Company. All certificates surrendered to the Company for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of Shares shall have been surrendered and cancelled. The Board may authorise certificates to be issued with the Seal and authorised signature(s) affixed by some method or system of mechanical process. In respect of a Share or Shares held jointly by several persons, the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of several joint holders shall be sufficient delivery to all such holders.

23. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating such evidence, as the Board may prescribe, and, in the case of defacement or wearing out, upon delivery of the old certificate.

#### **REGISTER OF MEMBERS**

24. The Company shall maintain or cause to be maintained a Register of its Members in accordance with the Acts.

25. If the Board considers it necessary or appropriate, the Company may establish and maintain a duplicate Register or Registers of Members at such location or locations within or outside Ireland as the Board thinks

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fit. The original Register of Members shall be treated as the Register of Members for the purposes of these Articles and the Acts.

26. The Company, or any agent(s) appointed by it to maintain the duplicate Register of Members in accordance with these Articles, shall as soon as practicable and on a regular basis record or procure the recording in the original Register of Members all transfers of Shares effected on any duplicate Register of Members and shall at all times maintain the original Register of Members in such manner as to show at all times the Members for the time being and the Shares respectively held by them, in all respects in accordance with the Acts.
27. The Company shall not be bound to register more than four persons as joint holders of any Share. If any Share shall stand in the names of two or more persons, the person first named in the Register of Members shall be deemed the sole holder thereof as regards service of notices and, subject to the provisions of these Articles, all or any other matters connected with the Company.

#### **TRANSFER OF SHARES**

28. All transfers of Shares shall be effected by an instrument of transfer in such form as the Board may approve. All instruments of transfer must be left at the registered office or at such other place as the Board may appoint and all such instruments of transfer shall be retained by the Company.
29.
  - 29.1 The instrument of transfer shall be executed by or on behalf of the transferor. The instrument of transfer of any Share shall be in writing and shall be executed with a manual signature or facsimile signature (which may be machine imprinted or otherwise) by or on behalf of the transferor provided that in the case of execution by facsimile signature by or on behalf of a transferor, the Board shall have previously been provided with a list of specimen signatures of the authorised signatories of such transferor and the Board shall be reasonably satisfied that such facsimile signature corresponds to one of those specimen signatures. The instrument of transfer need not be signed by the transferee.
  - 29.2 The instrument of transfer of any Share may be executed for and on behalf of the transferor by any Director, the Secretary or an Assistant Secretary on behalf of the Company, and the Company shall be deemed to have been irrevocably appointed agent for the transferor of such Share or Shares with full power to execute, complete and deliver in the name of and on behalf of the transferor of such Share or Shares all such transfers of Shares held by the Members in the share capital of the Company. Any document which records the name of the transferor, the name of the transferee, the class and number of Shares agreed to be transferred, the date of the agreement to transfer Shares, shall, once executed by the transferor or any Director or the Secretary or Assistant Secretary on behalf of the Company as agent for the transferor, be deemed to be a proper instrument of transfer for the purposes of Sections 94(4) and 94(5) of the Act. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered on the Register in respect thereof, and neither the title of the transferee nor the title of the transferor shall be affected by any irregularity or invalidity in the proceedings in reference to the sale should the Directors so determine.
  - 29.3 The Company, at its absolute discretion and insofar as the Acts or any other applicable law permits, may, or may procure that a subsidiary of the Company shall, pay Irish stamp duty arising on a transfer of Shares on behalf of the transferee of such Shares of the Company. If stamp duty resulting from the transfer of Shares in the Company which would otherwise be payable by the transferee is paid by the Company or any subsidiary of the Company on behalf of the transferee, then in those circumstances, the Company shall, on its behalf or on behalf of its subsidiary (as the case may be), be entitled to (i) seek reimbursement of the stamp duty from the transferee, (ii) set-off the stamp duty against any dividends payable to the transferee of those Shares and (iii) to claim a first and permanent lien on the Shares on which stamp duty has been paid by the Company or its subsidiary for the amount of stamp duty paid.

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29.4 Notwithstanding the provisions of these Articles and subject to any regulations made under Section 1086 of the Act, title to any Shares in the Company may also be evidenced and transferred without a written instrument in accordance with Section 1086 of the Act or any regulations made thereunder. The Directors shall have power to permit any class of Shares to be held in uncertificated form and to implement any arrangements they think fit for such evidencing and transfer which accord with such regulations and in particular shall, where appropriate, be entitled to disapply or modify all or part of the provisions in these Articles with respect to the requirement for written instruments of transfer and share certificates (if any), in order to give effect to such regulations.

30. The Board may in its absolute discretion and without assigning any reason for its decision, decline to register any transfer of any Share which is not a fully paid Share. The Board may also, in its absolute discretion, and without assigning any reason, refuse to register a transfer of any Share unless:

- 30.1 the instrument of transfer is fully and properly completed and lodged with the Company accompanied by the certificate for the Shares (if any) to which it relates (which shall upon registration of the transfer be cancelled) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
- 30.2 the instrument of transfer is in respect of only one class of Shares;
- 30.3 the instrument of transfer is properly stamped (in circumstances where stamping is required); or
- 30.4 in the case of a transfer to joint holders, the number of joint holders to which the Share is to be transferred does not exceed four.

31. If the Board shall refuse to register a transfer of any Share, it shall, within two (2) months after the date on which the transfer was lodged with the Company, send to each of the transferor and the transferee notice of such refusal.

32. The Company shall not be obligated to make any transfer to an infant or to a person in respect of whom an order has been made by a competent court or official on the grounds that she is or may be suffering from mental disorder or is otherwise incapable of managing her affairs or under other legal disability.

33. Upon every transfer of Shares the certificate (if any) held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and subject to Article 21 a new certificate may be issued without charge to the transferee in respect of the Shares transferred to her, and if any of the Shares included in the certificate so given up shall be retained by the transferor, a new certificate in respect thereof may be issued to her without charge. The Company shall also retain the instrument(s) of transfer.

#### **REDEMPTION AND REPURCHASE OF SHARES**

34. Subject to the provisions of the Act and the other provisions of this Article 34, the Company may:

- 34.1 pursuant to Section 66(4) of the Act, issue any Shares of the Company which are to be redeemed or are liable to be redeemed at the option of the Company or the Member on such terms and in such manner as may be determined by the Company in general meeting (by Special Resolution) on the recommendation of the Directors;
- 34.2 redeem Shares of the Company on such terms as may be contained in, or be determined pursuant to the provisions of, these Articles. Subject as aforesaid, the Company may cancel any Shares so redeemed or may hold them as treasury shares and re-issue such treasury shares as Shares of any class or classes or cancel them;
- 34.3 subject to or in accordance with the provisions of the Acts and without prejudice to any relevant special rights attached to any class of Shares, pursuant to Section 105 of the Act, purchase any of its own Shares (including any Redeemable Shares and without any obligation to purchase on any

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*pro rata* basis as between Members or Members of the same class) and may cancel any Shares so purchased or hold them as treasury (as defined by Section 109 of the Act) and may reissue any such Shares as Shares of any class or classes or cancel them; or

- 34.4 pursuant to Section 83 of the Act, convert any of its Shares into Redeemable Shares .
35. The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Acts.
36. The holder of the Shares being purchased shall be bound to deliver up to the Company at its registered office or such other place as the Board shall specify, the certificate(s) (if any) thereof for cancellation and thereupon the Company shall pay to her the purchase or redemption monies or consideration in respect thereof.

#### **VARIATION OF RIGHTS OF SHARES**

37. If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may be varied or abrogated with the consent in writing of the holders of three-quarters of all the votes of the issued Shares of that class, or with the sanction of a Special Resolution passed at a general meeting of the holders of the Shares of that class.
38. The provisions of these Articles relating to general meetings of the Company shall apply *mutatis mutandis* to every such general meeting of the holders of one class of Shares except that the necessary quorum shall be one or more persons holding or representing by proxy at least one-half of the issued Shares of the class.
39. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by (i) the creation or issue of further Shares ranking *pari passu* therewith; (ii) a purchase or redemption by the Company of its own Shares; (iii) the operation of Articles 13; or (iv) the allotment and issue of Preferred Shares (or any class or series thereof) in accordance with Article 16.

#### **LIEN ON SHARES**

40. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Directors, at any time, may declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to all monies payable in respect of it.
41. The Company may sell in such manner as the Directors determine any Share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice demanding payment, and stating that if the notice is not complied with the Share may be sold, has been given to the holder of the Share or to the person entitled to it by reason of the death or bankruptcy of the holder.
42. To give effect to a sale, the Directors may authorise some person to execute an instrument of transfer of the Share sold to, or in accordance with the directions of, the transferee. The transferee shall be entered in the Register as the holder of the Share comprised in any such transfer and she shall not be bound to see to the application of the purchase monies nor shall her title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the sale, and after the name of the transferee has been entered in the Register, the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
43. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any monies not presently

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payable as existed upon the Shares before the sale) shall be paid to the person entitled to the Shares at the date of the sale.

44. Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability upon the Company to make any payment or empowers any government or taxing authority or government official to require the Company to make any payment in respect of any Shares registered in the Register as held either jointly or solely by any Members or in respect of any dividends, bonuses or other monies due or payable or accruing due or which may become due or payable to such Member by the Company on or in respect of any Shares registered as mentioned above or for or on account or in respect of any Member and whether in consequence of:

- 44.1 the death of such Member;
- 44.2 the non-payment of any income tax or other tax by such Member;
- 44.3 the non-payment of any estate, probate, succession, death, stamp or other duty by the executor or administrator of such Member or by or out of her estate; or
- 44.4 any other act or thing;

in every such case (except to the extent that the rights conferred upon holders of any class of Shares render the Company liable to make additional payments in respect of sums withheld on account of the foregoing):

- 44.5 the Company shall be fully indemnified by such Member or her executor or administrator from all liability;
- 44.6 the Company shall have a lien upon all dividends and other monies payable in respect of the Shares registered in the Register as held either jointly or solely by such Member for all monies paid or payable by the Company as referred to above in respect of such Shares or in respect of any dividends or other monies thereon or for or on account or in respect of such Member under or in consequence of any such law, together with interest at the rate of 15% per annum (or such other rate as the Board may determine) thereon from the date of payment to date of repayment, and the Company may deduct or set off against such dividends or other monies so payable any monies paid or payable by the Company as referred to above together with interest at the same rate;
- 44.7 the Company may recover as a debt due from such Member or her executor or administrator (wherever constituted) any monies paid by the Company under or in consequence of any such law and interest thereon at the rate and for the period referred to above in excess of any dividends or other monies then due or payable by the Company; and
- 44.8 the Company may if any such money is paid or payable by it under any such law as referred to above refuse to register a transfer of any Shares by any such Member or her executor or administrator until such money and interest is set off or deducted as referred to above or in the case that it exceeds the amount of any such dividends or other monies then due or payable by the Company, until such excess is paid to the Company.

Subject to the rights conferred upon the holders of any class of Shares, nothing in this Article 44 will prejudice or affect any right or remedy which any law may confer or purport to confer on the Company. As between the Company and every such Member as referred to above (and, her executor, administrator and estate, wherever constituted), any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

#### **CALLS ON SHARES**

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45. Subject to the terms of allotment, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares and each Member (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) shall pay to the Company as required by the notice the amount called on her Shares. A call may be required to be paid by instalments. A call may be revoked before receipt by the Company of a sum due thereunder, in whole or in part and payment of a call may be postponed in whole or in part.

46. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

47. A person on whom a call is made shall (in addition to a transferee) remain liable notwithstanding the subsequent transfer of the Share in respect of which the call is made.

48. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

49. If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Acts) but the Directors may waive payment of the interest wholly or in part.

50. An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value by way of premium, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.

51. Subject to the terms of allotment, the Directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares.

52. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the monies uncalled and unpaid upon any Shares held by her, and upon all or any of the monies so advanced may pay (until the same would, but for such advance, become payable) interest at such rate as may be agreed upon between the Directors and the Member paying such sum in advance.

#### **FORFEITURE**

53. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors, at any time thereafter during such times as any part of the call or instalment remains unpaid, may serve a notice on her requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.

54. The notice shall state a further day (not earlier than the expiration of fourteen clear days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the Shares in respect of which the call was made will be liable to be forfeited.

55. If the requirements of any such notice as aforesaid are not complied with then, at any time thereafter before the payment required by the notice has been made, any Shares in respect of which the notice has been given may be forfeited by a resolution of the Directors to that effect. The forfeiture shall include all dividends or other monies payable in respect of the forfeited Shares and not paid before forfeiture. The Directors may accept a surrender of any Share liable to be forfeited hereunder.

56. On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder, or one of the holders, of the Shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the Member sued, in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

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57. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal such a Share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the Share to that person. The Company may receive the consideration, if any, given for the Share on any sale or disposition thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed of and thereupon she shall be registered as the holder of the Share and shall not be bound to see to the application of the purchase money, if any, nor shall her title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.
58. A person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but nevertheless shall remain liable to pay to the Company all monies which, at the date of forfeiture, were payable by her to the Company in respect of the Shares, without any deduction or allowance for the value of the Shares at the time of forfeiture but her liability shall cease if and when the Company shall have received payment in full of all such monies in respect of the Shares.
59. A statutory declaration or affidavit that the declarant is a Director or the Secretary of the Company, and that a Share in the Company has been duly forfeited on the date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share.
60. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
61. The Directors may accept the surrender of any Share which the Directors have resolved to have been forfeited upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered Share shall be treated as if it has been forfeited.

#### **NON-RECOGNITION OF TRUSTS**

62. The Company shall not be obligated to recognise any person as holding any Share upon any trust (except as is otherwise provided in these Articles or to the extent required by law) and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in any Share, or any interest in any fractional part of a Share, or (except only as is otherwise provided by these Articles or the Acts) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder. This shall not preclude the Company from requiring the Members or a transferee of Shares to furnish to the Company with information as to the beneficial ownership of any Share when such information is reasonably required by the Company.

#### **TRANSMISSION OF SHARES**

63. In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where she was a sole holder, shall be the only persons recognised by the Company as having any title to her interest in the Shares, but nothing herein contained shall release the estate of any such deceased holder from any liability in respect of any Shares which had been held by her solely or jointly with other persons.
64. Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Board and subject as hereinafter provided, elect either to be registered herself as holder of the Share or to make such transfer of the Share to such other person nominated by her and to have such person registered as the transferee thereof, but the Board shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before her death or bankruptcy as the case may be.

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65. If the person so becoming entitled shall elect to be registered herself as holder, she shall deliver or send to the Company a notice in writing signed by her stating that she so elects.

66. Subject to Article 67, a person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of the holder (or in any other case than by transfer) shall be entitled to the same dividends and other advantages to which she would be entitled if she were the registered holder of the Share, except that she shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by Membership in relation to meetings of the Company provided however that the Board may at any time give notice requiring any such person to elect either to be registered herself or to transfer the Share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

67. The Board may at any time give notice requiring a person entitled by transmission to a Share to elect either to be registered herself or to transfer the Share and if the notice is not complied with within 60 days the Board may withhold payment of all dividends and other monies payable in respect of the Share until the requirements of the notice have been complied with.

**AMENDMENT OF MEMORANDUM OF ASSOCIATION;  
CHANGE OF LOCATION OF REGISTERED OFFICE; AND  
ALTERATION OF CAPITAL**

68. The Company may by Ordinary Resolution:

- 68.1 divide its share capital into several classes and attach to them respectively any preferential, deferred, qualified or special rights, privileges or conditions;
- 68.2 increase the authorised share capital by such sum to be divided into Shares of such nominal value, as such Ordinary Resolution shall prescribe;
- 68.3 consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
- 68.4 by subdivision of its existing Shares or any of them divide the whole or any part of its share capital into Shares of smaller nominal value than is fixed by the Memorandum subject to Section 83(1)(b) of the Act, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived;
- 68.5 cancel any Shares that at the date of the passing of the relevant Ordinary Resolution have not been taken or agreed to be taken by any person; and
- 68.6 subject to applicable law, change the currency denomination of its share capital.

69. Subject to the provisions of the Acts, the Company may:

- 69.1 by Special Resolution change its name, alter or add to the Memorandum with respect to any objects, powers or other matters specified therein or alter or add to these Articles;
- 69.2 by Special Resolution reduce its share capital or any undenominated capital. In relation to such reductions, the Company may by Special Resolution determine the terms upon which the reduction is to be effected, including in the case of a reduction of part only of any class of Shares, those Shares to be affected; and
- 69.3 by resolution of the Directors change the location of its registered office.

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70. Whenever as a result of an alteration or reorganisation of the share capital of the Company any Members would become entitled to fractions of a Share, the Directors may, on behalf of those Members, sell the Shares representing the fractions for the best price reasonably obtainable to any person and distribute the proceeds of sale in due proportion among those Members, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall her title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

#### **CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE**

71. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other proper purpose, the Board may provide, subject to the requirements of Section 174 of the Act, that the Register of Members shall be closed for transfers at such times and for such periods, not exceeding in the whole 30 days in each year. If the Register of Members shall be so closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members such Register of Members shall be so closed for at least five (5) days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the Register of Members.

72. In lieu of, or apart from, closing the Register of Members, the Board may fix in advance a date as the record date (a) for any such determination of Members entitled to notice of or to vote at a meeting of the Members, which record date shall not be more than ninety (90) days nor less than ten (10) days before the date of such meeting], and (b) for the purpose of determining the Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other proper purpose, which record date shall not be more than ninety (90) days prior to the date of payment of such dividend or the taking of any action to which such determination of Members is relevant. The record date shall not precede the date upon which the resolution fixing the record date is adopted by the Directors.

73. If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members or Members entitled to receive payment of a dividend, the date immediately preceding the date on which notice of the meeting is deemed given under these Articles or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in these Articles, such determination shall apply to any adjournment thereof; provided, however, that the Directors may fix a new record date of the adjourned meeting, if they think fit.

#### **GENERAL MEETINGS**

74. The Board shall convene and the Company shall hold annual general meetings in accordance with the requirements of the Acts.

75. The Board may, whenever it thinks fit, and shall, on the requisition in writing of Members holding such number of Shares as is prescribed by, and made in accordance with, Section 178 of the Act, convene a general meeting in the manner required by the Acts. All general meetings other than annual general meetings shall be called extraordinary general meetings.

76. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. Subject to Section 176 of the Act, all general meetings may be held outside Ireland.

77. Each general meeting shall be held at such time and place as specified in the notice of meeting.

78. The Board may, in its absolute discretion, postpone any general meeting called in accordance with the provisions of these Articles (other than a meeting requisitioned under Article 75 of these Articles or where

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the postponement of which would be contrary to the Acts, law or a court order pursuant to the Acts) if the Board considers that, for any reason, it is impractical or unreasonable to hold the general meeting, provided that notice of postponement is given to each Member before the time for such meeting. Fresh notice of the date, time and place for the postponed meeting shall be given to each Member in accordance with the provisions of these Articles.

79. The Directors may, in its absolute discretion, cancel a general meeting of the members (other than a meeting requisitioned under Article 75 of these Articles or where the cancellation of which would be contrary to the Acts, law or a court order pursuant to the Acts) after it has been convened, and notice of such cancellation shall be given to each Member in accordance with the provisions of these Articles.

#### **NOTICE OF GENERAL MEETINGS**

80. Subject to the provisions of the Acts allowing a general meeting to be called by shorter notice, an annual general meeting, and an extraordinary general meeting called for the passing of a Special Resolution, shall be called by at least twenty-one (21) clear days' notice and all other extraordinary general meetings shall be called by at least fourteen (14) clear days' notice. Such notice shall state the date, time and place of the meeting and the general nature of the business to be considered at the meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify such other details as are required by applicable law or the relevant code, rules and regulations applicable to the listing of the Shares on the Exchange.

81. A general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if applicable law so permits and it is so agreed by the Auditors and by all the Members entitled to attend and vote thereat or by their proxies.

82. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a Special Resolution shall specify the intention to propose the resolution as a Special Resolution. Notice of every general meeting shall be given in any manner permitted by these Articles to:

- 78.1 every Member;
- 78.2 the personal representative of a deceased member of the Company;
- 78.3 the assignee in bankruptcy of a bankrupt member of the company (being a bankrupt member who is entitled to vote at the meeting);
- 78.4 the Directors and secretary of the Company; and
- 78.5 the Auditors.

83. There shall appear with reasonable prominence in every notice of general meetings of the Company a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies, using the form set out in Section 184 of the Act, to attend, speak and vote instead of her, that a proxy need not be a Member of the Company and the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.

84. The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

85. In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate any resolution passed or any proceeding at any such meeting. A Member present, either in person or by proxy, at any general meeting of the Company or of the holders of any class of Shares in the Company,

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will be deemed to have received notice of that meeting and, where required, of the purpose for which it was called.

#### **PROCEEDINGS AT GENERAL MEETINGS**

86. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the Company's statutory financial statements and the reports of the Directors and Auditors, the election of Directors, the re-appointment of the retiring Auditors (subject to Sections 380 and 382 to 385 of the Act) and the fixing of the remuneration of the Auditors.
87. No business shall be transacted at any general meeting unless a quorum is present. One or more Members present in person or by proxy holding not less than a majority of the issued and outstanding ordinary shares of the Company entitled to vote at the meeting in question shall be a quorum.
88. If within one hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other time or such other place as the Board may determine and if at the adjourned meeting a quorum is not present within one hour from the time appointed for the meeting the Members present shall be a quorum.
89. Each Director and the Auditors shall be entitled to attend and speak at any general meeting of the Company.
90. The Chairman, if any, of the Board shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if she shall not be present within one hour after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting or if all of the Directors present decline to take the chair, then the Members present shall choose one of their own number to be Chairman of the meeting.
91. The Chairman may, with the consent of any general meeting duly constituted hereunder, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished, or which might have been transacted, at the meeting from which the adjournment took place. When a general meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.
92.
  - 92.1 Subject to the Acts, a resolution may only be put to a vote at a general meeting of the Company or of any class of Members if:
    - (a) it is proposed by or at the direction of the Board; or
    - (b) it is proposed at the direction of the Court; or
    - (c) it is proposed on the requisition in writing of such number of Members as is prescribed by, and is made in accordance with, Section 178 of the Act and these Articles;
    - (d) it is proposed pursuant to, and in accordance with the procedures and requirements of, Articles 100 or 101; or
    - (e) the Chairman of the meeting in her absolute discretion decides that the resolution may properly be regarded as within the scope of the meeting.

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92.2 No amendment may be made to a resolution, at or before the time when it is put to a vote, unless the Chairman of the meeting in her absolute discretion decides that the amendment or the amended resolution may properly be put to a vote at that meeting.

92.3 If the Chairman of the meeting rules a resolution or an amendment to a resolution admissible or out of order (as the case may be), the proceedings of the meeting or on the resolution in question shall not be invalidated by any error in her ruling. Any ruling by the Chairman of the meeting in relation to a resolution or an amendment to a resolution shall be final and conclusive.

93. Subject to Article 156, except where a greater majority is required by the Acts or these Articles, any question proposed for a decision of the Members at any general meeting of the Company or a decision of any class of Members at a separate meeting of any class of Shares shall be decided by an Ordinary Resolution.

94. At any general meeting a resolution put to the vote of the meeting shall be decided on a poll. The Board or the Chairman may determine the manner in which the poll is to be taken and the manner in which the votes are to be counted.

95. A poll demanded on the election of the Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time, not being more than ten days from the date of the meeting or adjourned meeting at which the vote was taken, as the Chairman of the meeting directs, and any business other than that on which a poll has been demanded may be proceeded with pending the taking of the poll.

96. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded. On a poll a Member entitled to more than one vote need not use all her votes or cast all the votes she uses in the same way.

97. If authorised by the Board, any vote taken by written ballot may be satisfied by a ballot submitted by electronic or telephonic transmission, provided that any such electronic or telephonic submission must either set forth or be submitted with information from which it can be determined that the electronic submission has been authorised by the Member or proxy.

98. The Board may, for the purpose of controlling the level of attendance or ensuring the safety of those attending at any place specified for the holding of a general meeting, ensuring the security of the meeting and ensuring the future orderly conduct of the meeting, from time to time make such arrangements as it shall in its absolute discretion consider to be appropriate and may from time to time vary any such arrangements or make new arrangements therefor. Any decision made under this Article shall be final and the entitlement of any member or proxy to attend a general meeting at such place shall be subject to any such arrangements as may be for the time being approved by the Board. The Board may direct that any person wishing to attend any general meeting should provide evidence of identity and submit to such searches or other security arrangements or restrictions (including restrictions in items of personal property to be taken into the meeting) as the Board shall consider appropriate in the circumstances. The Board shall be entitled in its absolute discretion to authorise one or more persons (including the Directors, the company secretary or the Chairman) to refuse entry to, or eject from, any meeting any person who fails to provide such evidence of identity or to submit to such searches or to otherwise comply with such security arrangements or restrictions as are required pursuant to this Article, or who causes the meeting to become disorderly. Subject to the Act (and without prejudice to any other powers vested in the chair of a meeting) when conducting a general meeting, the Chairman may make whatever arrangement and take such action or give such directions as he or she considers, in his or her absolute discretion, to be appropriate or conducive to promote the orderly conduct of the meeting, to promote the conduct of the business laid down in the notice of the meeting with reasonable despatch and to maintain good order. The Chairman's decision on points of order, matters of procedure or on matters arising incidentally from the business of the meeting shall be final and conclusive, as shall his or her determination as to whether any point or matter is of such a nature

99. A resolution in writing signed by all of the Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be

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as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and may consist of several documents in like form each signed by one or more persons, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution shall be served on the Company.

#### **ADVANCE NOTICE OF MEMBER BUSINESS AND NOMINATIONS OF DIRECTORS**

100. Nominations of persons for election to the Board and the proposal of other business to be considered by the Members at a general meeting may only be made: (a) pursuant to the Company's notice of meeting pursuant to Article 77 at the recommendation of the Board, (b) by or at the direction of the Board or any authorised committee thereof or (c) by any Member who (i) complies with the notice procedures set forth in Articles 101 or 102, as applicable, (ii) was a Member at the time such notice is delivered to the Secretary and on the record date for the determination of Members entitled to vote at such general meeting and (iii) is present at the relevant general meeting, either in person or by proxy, to present her nomination or proposal of other business, provided, however, that Members shall only be entitled to nominate persons for election to the Board at annual general meetings or at general meetings called specifically for the purpose of electing Directors. For the avoidance of doubt, clause (c) above shall be the exclusive means for a Member to make nominations and submit other business before an annual general meeting or other general meeting and any such nominations shall be subject to the requirements of Article 156.

101. For nominations of persons for election to the Board or other business to be properly brought before an annual general meeting by a Member, such Member must have given timely notice thereof in writing to the Secretary. To be timely, a Member's notice shall be delivered to the Secretary at the registered office of the Company, or such other address as the Secretary may designate, not less than 90 days nor more than 120 days prior to the first anniversary of the date the Company's proxy statement was first released to Members in connection with the prior year's annual general meeting; provided, however, that in the event the date of the annual general meeting is changed by more than 30 days from the first anniversary date of the prior year's annual general meeting, notice by the Member to be timely must be so delivered not earlier than the 120th day prior to such annual general meeting and not later than the later of the 90th day prior to such annual general meeting or the 10th day following the day on which public announcement of the date of such meeting is first made. To be in proper form, such Member's notice shall set forth:

101.1 as to each person whom the Member proposes to nominate for election or re-election as a Director:

- (a) the name, age, business address and residence address of such nominee;
- (b) the principal occupation or employment of such nominee;
- (c) the class and number of Shares which are owned of record and beneficially by such nominee;
- (d) the date or dates on which such Shares were acquired and the investment intent of such acquisition;
- (e) completed and signed questionnaire, representation and agreement required by Article 101.4;
- (f) such other information concerning such nominee as would be required to be disclosed in a proxy statement soliciting proxies for the election of such nominee as a director in an election contest (even if an election contest is not involved), or that is otherwise required pursuant to Regulation 14A under the Exchange Act and the rules and regulations promulgated thereunder (including such proposed nominee's written consent to being named as a nominee and to serving as a director if elected); and
- (g) the information required by Article 101.3,

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and the Company may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable Member's understanding of the independence, or lack thereof, of such proposed nominee, and the impact that such service would have on the ability of the Company to satisfy the requirements of laws, rules, regulations and listing standards applicable to the Company or its Directors;

- 101.2 as to any other business that the Member proposes to bring before the meeting:
  - (a) a brief description of the business desired to be brought before the meeting;
  - (b) the text of the proposal or business (including the text of any resolutions proposed for consideration and if such business includes a proposal to amend these Articles, the text of the proposed amendment);
  - (c) the reasons for conducting such business at the meeting;
  - (d) any material interest (including any anticipated benefit of such business to any Proponent (as defined below) other than solely as a result of its ownership of Shares, that is material to any Proponent individually, or to the Proponents in the aggregate) in such business of any Proponent; and
  - (e) the information required by Article 101.3;
- 101.3 as to the Member giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (each, a "**Proponent**" and collectively, the "**Proponents**"):
  - (a) the name and address of each Proponent (including, if applicable, the name and address that appear in the Register of Members);
  - (b) the class or series and number of Shares that are owned beneficially and of record by each Proponent;
  - (c) a description of any agreement, arrangement or understanding (whether oral or in writing) with respect to the nomination or proposal between or among any Proponent and any of its affiliates or associates, and any others (including their names) acting in concert, or otherwise under the agreement, arrangement or understanding, with any of the foregoing;
  - (d) a representation that the Proponents are holders of record or beneficial owners, as the case may be, of Shares entitled to vote at the meeting and intend to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice;
  - (e) a representation as to whether the Proponents intend to deliver a proxy statement and form of proxy to holders of a sufficient number of the Company's voting Shares to elect such nominee or nominees or to carry such proposal;
  - (f) to the extent known by any Proponent, the name and address of any other Member supporting the proposal on the date of such Members' notice; and
  - (g) a description of all Derivative Instruments (as defined below) currently owned beneficially, directly or indirectly, by each Proponent, including the date any such Derivative Instrument was acquired or created, the class, series and number of securities involved in, and the material economic terms of, any such Derivative Instrument.

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For purposes of this Article 101, a “**Derivative Instrument**” means any agreement, arrangement, interest or understanding entered into by, or on behalf or for the benefit of, any Proponent or any of its affiliates or associates, whether record or beneficial:

- (a) the value of which is derived in whole or in part from the value of any class or series of Shares or other securities of the Company;
- (b) with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Company;
- (c) which otherwise provides any direct or indirect opportunity to gain or share in any gain derived from a change in the value of securities of the Company;
- (d) the effect or intent of which is to mitigate loss, manage risk or benefit of security value or price changes, or
- (e) which provides the right to vote or increase or decrease the voting power of, such Proponent, or any of its affiliates or associates, with respect to any securities of the Company;
- (f) or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Company;

which agreement, arrangement, interest or understanding may include, without limitation, any option, warrant, debt position, note, bond, convertible security, swap, stock appreciation right, short position (for purposes hereof, a person or entity shall be deemed to have a short position in a security of the Company if such person or entity, directly or indirectly, through any contract, arrangement, relationship, understanding or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of such security), profit interest, hedge, right to dividends, voting agreement, performance-related fee or arrangement to borrow or lend shares (whether or not subject to payment, settlement, exercise or conversion in any such class or series), and any proportionate interest of such Proponent in the securities of the Company held, directly or indirectly, by any general or limited partnership, or any limited liability company, of which such Proponent is a general partner or managing member or, directly or indirectly, beneficially owns an interest in such general partner or managing member.

101.4 To be eligible to be a nominee for election as a director of the Company, such nominee or a person on his or her behalf must deliver (in the case of a nomination under clause (c) of Article 100, in accordance with the time periods prescribed for delivery of notice under this Article 101) to the Secretary at the registered office a written questionnaire with respect to the background and qualification of such nominee (and in the case of a nomination under clause (c) of Article 100, the background of any other person or entity on whose behalf the nomination is being made), which questionnaire shall be provided by the Secretary promptly upon written request, and a written representation and agreement, in the form provided by the Secretary promptly upon written request, that such person (A) is not and will not become a party to (i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Company, will act or vote on any issue or question (a “**Voting Commitment**”) that has not been disclosed to the Company in the questionnaire or (ii) any Voting Commitment that could limit or interfere with such person’s ability to comply, if elected as a director of the Company, with such person’s fiduciary duties under applicable law; (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Company with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director of the Company that has not been disclosed therein; and (C) except as otherwise disclosed in the questionnaire, would be in compliance, if elected as a director of the Company, and will comply with, all applicable publicly

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disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Company.

101.5 A Member providing the written notice required by this Article 101 shall update and supplement such notice in writing, if necessary, so that the information provided or required to be provided in such notice is true and correct in all material respects as of (A) the record date for the meeting and (B) as of the date that is five (5) business days prior to the date of the meeting and, in the event of any adjournment or postponement thereof, five (5) business days prior to the date to which such meeting is adjourned or postponed (or such lesser number of days prior to the date of such adjourned or postponed meeting as is reasonably practicable under the circumstances). In the case of an update and supplement pursuant to clause (A) of this Article 101.5, such update and supplement shall be received by the Secretary at the principal executive offices of the Company not later than five (5) business days after the record date for the meeting. In the case of an update and supplement pursuant to clause (B) of this Article 101.5, such update and supplement shall be delivered to, or mailed and received by, the Secretary at the registered office not later than two (2) business days prior to the date of the meeting, and, in the event of any adjournment or postponement thereof, two (2) business days prior to the date to which such meeting is adjourned or postponed (or such lesser number of days prior to the date of such adjourned or postponed meeting as is reasonably practicable under the circumstances).

101.6 For the purpose of this Article 101, references to the Company's "prior year's annual general meeting" shall be construed insofar as they relate to the first annual general meeting held following the Original Adoption Date as referring to the 2021 annual general meeting of Trinseo S.A..

102. For nominations of persons for election to the Board or other business to be properly brought before a general meeting other than an annual general meeting by a Member, such Member must have given timely notice thereof in writing to the Secretary. To be timely, a Member's notice shall be delivered to the Secretary at the registered office of the Company or such other address as the Secretary may designate, not earlier than the 150<sup>th</sup> day prior to such general meeting and not later of the 90<sup>th</sup> day prior to such general meeting or the 10th day following the day on which public announcement is first made of the date of the general meeting. Such Member's notice shall set forth the same information as is required by Article 101.

103. Unless otherwise provided by the terms of any series of preferred shares or any agreement among Members or other agreement approved by the Board, and subject always to the Act and these Articles (including without limitation the requirements of Article 156), only persons who are nominated in accordance with the procedures set forth in Articles 101 and 102 shall be eligible to serve as Directors of the Company. If the Chairman of a general meeting determines that a proposed nomination was not made in compliance with Articles 101 and 102, she shall declare to the meeting that nomination is defective and such defective nomination shall be disregarded. Notwithstanding the foregoing provisions of these Articles, if the Member (or a qualified representative of the Member) does not appear at the general meeting to present her nomination, such nomination shall be disregarded.

#### **VOTES OF MEMBERS**

104. Subject to any rights or restrictions for the time being attached to any class or classes of Shares, every Member of record present in person or by proxy shall have one vote for each Share registered in her name in the Register of Members.

105. In the case of joint holders of record the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

106. A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote by her committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other persons may vote by proxy.

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107. No Member shall be entitled to vote at any general meeting unless she is registered as a Member on the record date for such meeting.
108. No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at such general meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the general meeting whose decision shall be final and conclusive.
109. Votes may be given either personally or by proxy. A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting and may appoint a proxy to vote both in favour of and against the same resolution in such proportion as specified in the instrument appointing the proxy.

#### **PROXIES AND CORPORATE REPRESENTATIVES**

- 110.1 Every Member entitled to attend and vote at a general meeting may appoint a proxy to attend, speak and vote on her behalf and may appoint more than one proxy to attend, speak and vote at the same meeting. The appointment of a proxy or corporate representative shall be in the form that the Directors shall approve (subject to the requirements of the Act) and may be accepted by the Company at such place and at such time as the Board or the Secretary shall from time to time determine, subject to applicable requirements of the Act, the United States Securities and Exchange Commission and the Exchange on which the Shares are listed. No such instrument appointing a proxy or corporate representative shall be voted or acted upon after 2 years from its date.
- 110.2 Without limiting the foregoing, the Directors may from time to time permit appointments of a proxy to be made by means of an electronic or internet communication or facility and may in a similar manner permit supplements to, or amendments or revocations of, any such electronic or internet communication or facility to be made. The Directors may in addition prescribe the method of determining the time at which any such electronic or internet communication or facility is to be treated as received by the Company. The Directors may treat any such electronic or internet communication or facility which purports to be or is expressed to be sent on behalf of a Member as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that Member.
111. Any body corporate which is a Member of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which she represents as that body corporate could exercise if it were an individual Member of the Company. The Company may require evidence from the body corporate of the due authorisation of such person to act as the representative of the relevant body corporate.
112. An appointment of proxy relating to more than one meeting (including any adjournment thereof) having once been received by the Company for the purposes of any meeting shall not require to be delivered, deposited or received again by the Company for the purposes of any subsequent meeting to which it relates.
113. Receipt by the Company of an appointment of proxy in respect of a meeting shall not preclude a Member from attending and voting at the meeting or at any adjournment thereof which attendance and voting will automatically cancel any proxy previously submitted.
114. An appointment proxy shall be valid, unless the contrary is stated therein, as well for any adjournment of the meeting as for the meeting to which it relates.
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115.1 A vote given in accordance with the terms of an appointment of proxy or a resolution authorising a representative to act on behalf of a body corporate shall be valid notwithstanding the death or insanity of the principal, or the revocation of the appointment of proxy or of the authority under which the proxy was appointed or of the resolution authorising the representative to act or transfer of the Share in respect of which the proxy was appointed or the authorisation of the representative to act was given, provided that no direction in writing (whether in electronic form or otherwise) of such death, insanity, revocation or transfer shall have been received by the Company at the Office, at least one hour before the commencement of the meeting or adjourned meeting at which the appointment of proxy is used or at which the representative acts; provided, however, that where such direction is given in electronic form it shall have been received by the Company at least 24 hours (or such lesser time as the Directors may specify) before the commencement of the meeting.

115.2 The Directors may send, at the expense of the Company, by post, electronic mail or otherwise, to the Members forms for the appointment of a proxy (with or without stamped envelopes for their return) for use at any general meeting or at any class meeting, either in blank or nominating any one or more of the Directors or any other persons in the alternative.

#### **DIRECTORS**

116. Subject to the Acts, the Board may determine the size of the Board from time to time at its absolute discretion, but which shall not be less than three (3) Directors.

117. The remuneration to be paid to the Directors shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid their travelling, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Board from time to time, or a combination partly of one such method and partly the other.

118. The Board may approve additional remuneration to any Director undertaking any special work or services for, or undertaking any special mission on behalf of, the Company other than her ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to her remuneration as a Director.

#### **DIRECTORS' INTERESTS**

119. A Director who is in any way, whether directly or indirectly, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall, in accordance with Section 231 of the Act, declare the nature of her interest at the first opportunity either (a) at a meeting of the Board at which the question of entering into the contract, transaction or arrangement is first taken into consideration, if the Director or officer of the Company knows this interest then exists, or in any other case, at the first meeting of the Board after learning that she is or has become so interested or (b) by providing a general notice to the Directors declaring that she is a director or an officer of, or has an interest in, a person and is to be regarded as interested in any transaction or arrangement made with that person, and after giving such general notice it shall not be necessary to give special notice relating to any particular transaction.

120. A Director may hold any other office or place of profit under the Company (other than the office of its Auditors) in conjunction with her office of Director for such period and on such terms as to remuneration and otherwise as the Board may determine.

121. A Director may act by herself or her firm in a professional capacity for the Company (other than as its Auditors) and she or her firm shall be entitled to remuneration for professional services as if she were not a Director.

122. A Director may be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or Member of any other company or otherwise interested

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in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by her as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or Member of such other company; provided that she has declared the nature of her position with, or interest in, such company to the Board in accordance with Article 119.

123. No person shall be disqualified from the office of Director or from being an officer of the Company or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or officer of the Company shall be in any way interested be or be liable to be avoided, nor shall any Director or officer of the Company so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director or officer of the Company holding office or of the fiduciary relation thereby established; provided that:
  - 123.1 he has declared the nature of her interest in such contract or transaction to the Board in accordance with Article 119; and
  - 123.2 the contract or transaction is approved by a majority of the disinterested Directors, notwithstanding the fact that the disinterested Directors may represent less than a quorum.
124. A Director may be counted in determining the presence of a quorum at a meeting of the Board which authorises or approves the contract, transaction or arrangement in which she is interested and she shall be at liberty to vote in respect of any contract, transaction or arrangement in which she is interested, provided that the nature of the interest of any Director in any such contract or transaction shall be disclosed by her in accordance with Article 119, at or prior to its consideration and any vote thereon.
125. For the purposes of Article 119:
  - 125.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified;
  - 125.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect her to have knowledge shall not be treated as an interest of her; and
  - 125.3 a copy of every declaration made and notice given under Article 119 shall be entered within three days after the making or giving thereof in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, the Auditors or Member of the Company at the Registered Office and shall be produced at every general meeting of the Company and at any meeting of the Directors if any Director so requests in sufficient time to enable the book to be available at the meeting.

#### **POWERS AND DUTIES OF DIRECTORS**

126. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles and to the provisions of the Acts. No resolution made by the Company in general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been made.
127. The Board shall have the power to appoint and remove executives in such terms as the Board sees fit and to give such titles and responsibilities to those executives as it sees fit.

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128. The Company may exercise the powers conferred by Section 44 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.
129. Subject as otherwise provided with these Articles, the Directors may exercise the voting powers conferred by shares of any other company held or owned by the Company in such manner in all respects as they think fit and in particular they may exercise their voting powers in favour of any resolution appointing the Directors or any of them as directors or officers of such other company or providing for the payment of remuneration or pensions to the directors or officers of such other company.
130. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
131. A Director is expressly permitted (for the purposes of Section 228(1)(d) of the Act) to use the Company's property subject to such conditions as may have been approved pursuant to such authority as may be delegated by the Board in accordance with these Articles.
132. Nothing in Section 228 of the Act shall restrict a director from entering into any commitment which has been approved by the Board or has been approved pursuant to such authority as may be delegated by the Board in accordance with these Articles.
133. The Directors may from time to time authorise such person or persons as they see fit to perform all acts, including without prejudice to the foregoing, to effect a transfer of any shares, bonds, or other evidences of indebtedness or obligations, subscription rights, warrants, and other securities in another body corporate in which the Company holds an interest and to issue the necessary powers of attorney for the same; and each such person is authorised on behalf of the Company to vote such securities, to appoint proxies with respect thereto, and to execute consents, waivers and releases with respect thereto, or to cause any such action to be taken.
134. The Board may exercise all powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds or such other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
135. The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors or other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is or was a subsidiary of the Company or of the predecessor in business of the Company or any such subsidiary or holding Company and the wives, widows, families, relatives or dependants of any such persons. The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well being of the Company or of any such other company as aforesaid or its Members, and payments for or towards the issuance of any such persons as aforesaid and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. Provided that any Director shall be entitled to retain any benefit received by her under this Article, subject only, where the Acts require, to disclosure to the Members and the approval of the Company in general meeting.
136. The Board may from time to time provide for the management of the affairs of the Company in such manner as it shall think fit and the specific delegation provisions contained in the Articles shall not limit the general powers conferred by these Articles.

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## MINUTES

137. The Board shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Board, all resolutions and proceedings at meetings of the Company or the holders of any class of Shares, of the Directors and of committees of Directors, including the names of the Directors present at each meeting.

### DELEGATION OF THE BOARD'S POWERS

138. The Board may delegate any of its powers (with power to sub-delegate) to any committee consisting of one or more Directors. The Board may also delegate to any Director such of its powers as it considers desirable to be exercised by her. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of the Board shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

139. The Board may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Board may determine, provided that the delegation is not to the exclusion of its own powers and may be revoked by the Board at any time.

140. The Board may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Board may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in her.

### EXECUTIVE OFFICERS

141. In addition to the Directors and the Secretary, the Company may appoint such officers as the Board may from time to time determine on such terms and for such period as they may determine and, without prejudice to the terms of any contract entered into in any particular case, may revoke or vary the terms of any such appointment at any time.

### PROCEEDINGS OF DIRECTORS

142. Except as otherwise provided by these Articles, the Directors shall meet together for the despatch of business, convening, adjourning and otherwise regulating their meetings and procedures as they think fit. Questions arising at any meeting shall be decided by a majority of votes of the Directors present at a meeting at which there is a quorum. Each Director shall have one vote.

143. Regular meetings of the Board may be held at such times and places as may be provided for in resolutions adopted by the Board. No additional notice of a regularly scheduled meeting of the Board shall be required.

144. The chairman, the chief executive officer of the Company or the majority of the Board may, and the Secretary on the requisition of any such person(s) shall, at any time summon a meeting of the Directors by at least 24 hours' notice in writing to every Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors either at, before or after the meeting is held and provided further if notice is given in person, by telephone, cable, telex, telecopy or email the same shall be deemed to have been given on the day it is delivered to the Directors or transmitting organisation as the case may be. The accidental omission to give notice of a meeting of the Directors to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

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- 145. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be a majority of the Directors in office.
- 146. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.
- 147. The Directors shall elect a Chairman of their Board and determine the period for which she is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be a Chairman of the meeting.
- 148. All acts done by any meeting of the Directors or of a committee of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and qualified to be a Director.
- 149. Members of the Board or of any committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the Chairman is at the start of the meeting.
- 150. A resolution in writing (in one or more counterparts), signed by all the Directors for the time being or all the members of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or committee as the case may be duly convened and held.

#### **RESIGNATION AND DISQUALIFICATION OF DIRECTORS**

- 151. The office of a Director shall be vacated:
  - 151.1 if she resigns her office, on the date on which notice of her resignation is delivered to the Registered Office or tendered at a meeting of the Board or on such later date as may be specified in such notice; or
  - 151.2 on her being prohibited by law from being a Director; or
  - 151.3 on her ceasing to be a Director by virtue of any provision of the Acts.
- 152. The Company may, by Ordinary Resolution, of which notice has been given in accordance with Section 146 of the Act, remove any Director before the expiration of her period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between her and the Company.

#### **APPOINTMENT OF DIRECTORS**

- 153. At every annual general meeting of the Company commencing with the first annual general meeting of the Company following the Original Adoption Date, the term of each Director shall expire and each of them shall be eligible for re-election. A Director whose term expires at a general meeting shall retain office until the close of that meeting (including any adjournment thereof).
- 154. Any vacancy on the Board, including a vacancy that results from an increase in the number of directors or from the death, resignation, retirement, disqualification or removal of a Director, shall be deemed a casual vacancy. Subject to the terms of any one or more classes or series of preferred shares and the Acts, any casual

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vacancy shall only be filled by decision of a majority of the Board then in office, provided that a quorum is present.

155. During any vacancy in the Board, the remaining Directors shall have full power to act as the Board.
156. The election of Directors at general meetings will be by way of Ordinary Resolution, subject to the remaining provisions of this Article 156. Where, at any general meeting, the number of the persons who are validly nominated for election or re-election in accordance with these Articles (the “**Director Nominees**”), exceeds the maximum number of persons who may be appointed as Directors at that general meeting (the “**Available Director Positions**”) on the basis of:

156.1 the size of the Board determined in accordance with Article 116; and

156.2 the number of existing Directors who are to remain on the Board without seeking re-election,

then such election shall be considered a “**Contested Election**”. Subject always to the Acts, in a Contested Election each of the Director Nominees shall be voted upon as a separate resolution and the Director Nominees who shall be elected as Directors shall be only those Director Nominees (in number equal to the Available Director Positions) who receive the highest number of votes of all Director Nominees in favour of their election or re-election, provided that no such resolutions shall be proposed where there is no Available Director Position at the commencement of the general meeting or no Available Director Position arises during the course of the general meeting.

157. Article 156 shall not limit the rights of holders of any class or series of Shares then in issue having special rights to nominate or appoint Directors in accordance with the terms of issue of such class or series and nothing in Article 156 will require or result in the removal of a Director whose election or re-election to the Board was not voted on at the relevant general meeting.

#### **SECRETARY**

158. The Secretary shall be appointed by the Board at such remuneration (if any) and on such terms as it may think fit and any Secretary so appointed may be removed by the Board.
159. The duties of the Secretary shall be those prescribed by the Acts, together with such other duties as shall from time to time be prescribed by the Board, and in any case, shall include the making and keeping of records of the votes, doings and proceedings of all meetings of the Members and the Board of the Company, and committees, and the authentication of records of the Company.
160. A provision of the Acts or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

#### **SEAL**

161. The Company shall have a common seal which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that regard and every instrument to which the Seal has been affixed shall be signed by any person who shall be either a Director or the Secretary or Assistant Secretary or some other person authorised by the Board, either generally or specifically, for the purpose.
162. The Company may have for use in any place or places outside Ireland, a duplicate Seal or Seals each of which shall be a duplicate of the Seal of the Company except, in the case of a Seal for use in sealing documents creating or evidencing securities issued by the Company, for the addition on its face of the word “Securities” and if the Board so determines, with the addition on its face of the name of every place where it is to be used.

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## **DIVIDENDS, DISTRIBUTIONS AND RESERVES**

163. The Company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Directors.
164. Subject to the Acts, the Board may from time to time declare dividends (including interim dividends) and distributions on Shares of the Company outstanding and authorise payment of the same out of the funds of the Company lawfully available therefore and in any currency chosen at its discretion.
165. The Board may, before declaring any dividends or distributions, set aside such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the like discretion, be employed in the business of the Company. The Directors may also, without placing the same to reserve, carry forward any profits which they may think it prudent not to divide.
166. No dividend, interim dividend or distribution shall be paid otherwise than in accordance with the provisions of the Act.
167. Subject to the rights of persons, if any, entitled to Shares with special rights as to dividends or distributions, if dividends or distributions are to be declared on a class of Shares they shall be declared and paid according to the amounts paid or credited as paid on the Shares of such class outstanding on the record date for such dividend or distribution as determined in accordance with these Articles.
168. The Directors may deduct from any dividend payable to any Member all sums of money (if any) immediately payable by her to the Company in relation to the Shares of the Company.
169. The Board or any general meeting declaring a dividend (upon the recommendation of the Board), may direct that any dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of paid up Shares, debentures, or debenture stock of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Board may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Board.
170. Any dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by cheque or warrant sent through the post, or sent by any electronic or other means of payment, directed to the registered address of the holder or, in the case of joint holders, to the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant, electronic or other payment shall be made payable to the order of the person to whom it is sent and payment of the cheque or warrant shall be a good discharge to the Company. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other monies payable in respect of the Share held by them as joint holders. Any such dividend or other distribution may also be paid by any other method (including payment in a currency other than US\$, electronic funds transfer, direct debit, bank transfer or by means of a relevant system) which the Directors consider appropriate and any Member who elects for such method of payment shall be deemed to have accepted all of the risks inherent therein. The debiting of the Company's account in respect of the relevant amount shall be evidence of good discharge of the Company's obligations in respect of any payment made by any such methods.
171. No dividend or distribution shall bear interest against the Company.
172. If the Directors so resolve, any dividend which has remained unclaimed for six years from the date of its declaration shall be forfeited and cease to remain owing by the Company. The payment by the Directors of any unclaimed dividend or other monies payable in respect of a Share into a separate account shall not constitute the Company a trustee in respect thereof.

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## **CAPITALISATION**

173. Without prejudice to any powers conferred on the Directors as aforesaid, and subject to the Directors' authority to issue and allot Shares under Article 6, the Directors may:

- 173.1 resolve to capitalise an amount standing to the credit of reserves (including any undenominated capital, profit and loss account and any sum representing unrealised revaluation reserves)), whether or not available for distribution;
- 173.2 appropriate the sum resolved to be capitalised to the Members in proportion to the nominal amount of Shares held by them respectively and apply that sum on their behalf in or towards paying up in full unissued Shares or debentures of a nominal amount equal to that sum, and allot the Shares or debentures, credited as fully paid, to the Members (or as the Board of may direct) in those proportions, or partly in one way and partly in the other, but the profits, undenominated capital and any sum representing unrealised revaluation reserves that are not available for distribution may, for the purposes of this Article 173, only be applied in paying up unissued Shares to be allotted to Members credited as fully paid;
- 173.3 make any arrangements it thinks fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where Shares or debentures become distributable in fractions the Board may deal with the fractions as it thinks fit;
- 173.4 authorise a person to enter (on behalf of all the Members concerned) into an agreement with the Company providing for the allotment to the Members respectively, credited as fully paid, of Shares or debentures to which they may be entitled on the capitalisation and any such agreement made under this authority being effective and binding on all those Members; and
- 173.5 generally do all acts and things required to give effect to the resolution.

## **ACCOUNTS**

174. The Directors shall cause to be kept adequate accounting records, whether in the form of documents, electronic form or otherwise, that:

- 174.1 correctly record and explain the transactions of the Company;
- 174.2 will at any time enable the financial position of the Company to be determined with reasonable accuracy;
- 174.3 will enable the Directors to ensure that any balance sheet, profit and loss account or income and expenditure account of the Company complies with the requirements of the Acts;
- 174.4 will record all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company; and
- 174.5 will enable the accounts of the Company to be readily and properly audited.

175. The accounting records shall be kept on a continuous and consistent basis and entries therein shall be made in a timely manner and be consistent from year to year. The Company may send by post, electronic mail or any other means of electronic communication a summary financial statement to its Members or persons nominated by any Member. The Company may meet, but shall be under no obligation to meet, any request from any of its Members to be sent additional copies of its full report and accounts or summary financial statement or other communications with its Members.

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176. The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the Acts, at such other place as the Directors think fit and shall be open at all reasonable times to the inspection of the Directors.
177. Adequate accounting records shall not be deemed to be kept as required by Articles 174 to 176, if there are not kept such accounting records as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
178. In accordance with the provisions of the Acts, the Board may from time to time cause to be prepared and to be laid before the Company in general meeting statutory financial statements, group accounts (if any) and such other reports and accounts as may be required by law.
179. A copy of the statutory financial statements of the Company (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors' report and Auditors' report or summary financial statements prepared in accordance with Section 1119 of the Act shall be sent by post, electronic mail or any other means of communication (electronic or otherwise), not less than twenty-one clear days before the date of the annual general meeting, to every person entitled under the provisions of the Acts to receive them; provided that in the case of those documents sent by electronic mail or any other means of electronic communication, such documents shall be sent with the consent of the recipient, to the address of the recipient notified to the Company by the recipient for such purposes, and provided further that where the Directors elect to send a summary financial statements to the members, any member may request that he be sent a copy of the statutory financial statements of the Company.

#### **AUDIT**

180. Auditors shall be appointed and their duties regulated in accordance with the Acts, any other applicable law and such requirements not inconsistent with the Acts as the Board may from time to time determine.

#### **NOTICES**

181. Any notice to be given, served, sent or delivered pursuant to these Articles shall be in writing (whether in electronic form or otherwise).
  - 181.1 A notice or document to be given, served, sent or delivered in pursuance of these Articles may be given to, served on or delivered to any Member by the Company:
    - (a) by handing same to her or her authorised agent;
    - (b) by leaving the same at her registered address;
    - (c) by sending the same by the post in a pre-paid cover addressed to her at her registered address; or
    - (d) by sending, with the consent of the Member to the extent required by law, the same by means of electronic mail or other means of electronic communication approved by the Directors, to the Address of the Member notified to the Company by the Member for such purpose (or if not so notified, then to the Address of the Member last known to the Company).
  - 181.2 For the purposes of these Articles and the Act, a document shall be deemed to have been sent to a Member if a notice is given, served, sent or delivered to the Member and the notice specifies the website or hotlink or other electronic link at or through which the Member may obtain a copy of the relevant document.

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181.3 Where a notice or document is given, served or delivered pursuant to sub-paragraph 181.1(a) or 181.1(b) of this Article, the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the Member or her authorised agent, or left at her registered address (as the case may be).

181.4 Where a notice or document is given, served or delivered pursuant to sub-paragraph 181.1(c) of this Article, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty-four hours after the cover containing it was posted. In proving service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

181.5 Where a notice or document is given, served or delivered pursuant to sub-paragraph 181.1(d) of this Article, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of 48 hours after despatch.

181.6 Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy, examiner or liquidator of a Member shall be bound by a notice given as aforesaid if sent to the last registered address of such Member, or, in the event of notice given or delivered pursuant to sub-paragraph 181.1(d), if sent to the address notified by the Company by the Member for such purpose notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation or disability of such Member.

181.7 Notwithstanding anything contained in this Article, the Company shall not be obliged to take account of or make any investigations as to the existence of any suspension or curtailment of postal services within or in relation to all or any part of any jurisdiction.

181.8 Any requirement in these Articles for the consent of a Member in regard to the receipt by such Member of electronic mail or other means of electronic communications approved by the Directors, including the receipt of the Company's statutory financial statements and the directors' and auditor's reports thereon, shall be deemed to have been satisfied where the Company has written to the Member informing him/her of its intention to use electronic communications for such purposes and the Member has not, within four weeks of the issue of such notice, served an objection in writing on the Company to such proposal. Where a Member has given, or is deemed to have given, her/her consent to the receipt by such Member of electronic mail or other means of electronic communications approved by the Directors, she/he may revoke such consent at any time by requesting the Company to communicate with her/him in documented form; provided, however, that such revocation shall not take effect until five days after written notice of the revocation is received by the Company.

181.9 Without prejudice to the provisions of sub-paragraphs 181.1(a) and 181.1(b) of this Article, if at any time by reason of the suspension or curtailment of postal services in any territory, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a public announcement (as defined below) and such notice shall be deemed to have been duly served on all Members entitled thereto at noon (New York time) on the day on which the said public announcement is made. In any such case the Company shall put a full copy of the notice of the general meeting on its website. A "public announcement" shall mean disclosure in a press release reported by a financial news service or in a document publicly filed by the Company with the U.S. Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

182. Notice may be given by the Company to the joint Members of a Share by giving the notice to the joint Member whose name stands first in the Register in respect of the Share and notice so given shall be sufficient notice to all the joint Holders.

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183.1 Every person who becomes entitled to a Share shall before her name is entered in the Register in respect of the Share, be bound by any notice in respect of that Share which has been duly given to a person from whom she derives her title.

183.2 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Member, addressed to them at the address, if any, supplied by them for that purpose. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

184. The signature (whether electronic signature, an advanced electronic signature or otherwise) to any notice to be given by the Company may be written (in electronic form or otherwise) or printed.

185. A Member present, either in person or by proxy, at any meeting of the Company or the Holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

#### **UNTRACED HOLDERS**

186.

186.1 The Company shall be entitled to sell at the best price reasonably obtainable any Share or stock of a Member or any Share or stock to which a person is entitled by transmission if and provided that:

- (a) for a period of six years (not less than three dividends having been declared and paid) no cheque or warrant sent by the Company through the post in a prepaid letter addressed to the Member or to the person entitled by transmission to the Share or stock at her address on the Register or other the last known address given by the Member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission; and
- (b) at the expiration of the said period of six years the Company has given notice by advertisement in a leading Dublin newspaper and a newspaper circulating in the area in which the address referred to in paragraph (a) of this Article is located of its intention to sell such Share or stock; and
- (c) the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission.

187. To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such Share or stock and such instrument of transfer shall be as effective as if it had been executed by the Member or person entitled by transmission to such Share or stock. The Company shall account to the Member or other person entitled to such Share or stock for the net proceeds of such sale by carrying all monies in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such Member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

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## **DESTRUCTION OF DOCUMENTS**

188. The Company may destroy:

- 188.1 any dividend mandate or any variation or cancellation thereof or any notification of change of name or address, at any time after the expiry of two years from the date such mandate variation, cancellation or notification was recorded by the Company;
- 188.2 any instrument of transfer of Shares which has been registered, at any time after the expiry of six years from the date of registration; and
- 188.3 any other document on the basis of which any entry in the Register was made, at any time after the expiry of six years from the date an entry in the Register was first made in respect of it;
- 188.4 and it shall be presumed conclusively in favour of the Company that every share certificate (if any) so destroyed was a valid certificate duly and properly sealed and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company provided always that:
  - (a) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
  - (b) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled; and
  - (c) references in this Article to the destruction of any document include references to its disposal in any manner.

## **WINDING UP**

189. If the Company shall be wound up and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid up or credited as paid up share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up or credited as paid up at the commencement of the winding up on the Shares held by them respectively. And if in a winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the share capital paid up or credited as paid up at the commencement of the winding up, the excess shall be distributed among the Members in proportion to the capital at the commencement of the winding up paid up or credited as paid up on the said Shares held by them respectively. Provided that this Article shall not affect the rights of the Members holding Shares issued upon special terms and conditions.

189.1 In case of a sale by the liquidator under Section 601 of the Act, the liquidator may by the contract of sale agree so as to bind all the Members for the allotment to the Members directly of the proceeds of sale in proportion to their respective interests in the Company and may further by the contract limit a time at the expiration of which obligations or Shares not accepted or required to be sold shall be deemed to have been irrevocably refused and be at the disposal of the Company, but so that nothing herein contained shall be taken to diminish, prejudice or affect the rights of dissenting Members conferred by the said Section.

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189.2 The power of sale of the liquidator shall include a power to sell wholly or partially for debentures, debenture stock, or other obligations of another company, either then already constituted or about to be constituted for the purpose of carrying out the sale.

190. If the Company is wound up, the liquidator, with the sanction of a Special Resolution and any other sanction required by the Acts, may divide among the Members *in specie* or kind the whole or any part of the property of the Company (whether they shall consist of property of the same kind or not), and, for such purpose, may value any property and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator, with the like sanction, may vest the whole or any part of such property in trustees upon such trusts for the benefit of the contributories as, with the like sanction, she determines, but so that no Member shall be compelled to accept any property upon which there is a liability.

#### **INDEMNITY**

191.

191.1 Subject to the provisions of and so far as may be admitted by the Acts, every Director and Secretary shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of her duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in her favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on her part) or in which she is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

191.2 As far as permissible under the Acts, the Company shall indemnify any current or former executive of the Company (excluding any Directors or Secretary) or any person who is serving or has served at the request of the Company as a director, executive or trustee of another company, joint venture, trust or other enterprise against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, to which she or he was, is, or is threatened to be made a party by reason of the fact that she or he is or was such a director, executive or trustee, provided always that the indemnity contained in this Article 191.2 shall not extend to any matter which would render it void pursuant to the Acts.

191.3 In the case of any threatened, pending or completed action, suit or proceeding by or in the right of the Company, the Company shall indemnify each person indicated in Article 191.2 of this Article against expenses, including attorneys' fees, actually and reasonably incurred in connection with the defence or the settlement thereof, except no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for fraud or dishonesty in the performance of her or her duty to the Company unless and only to the extent that the Court or the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

191.4 As far as permissible under the Acts, expenses, including attorneys' fees, incurred in defending any action, suit or proceeding referred to in Articles 191.2 and 191.3 of this Article may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorised by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, executive or trustee, or other indemnitee to repay such amount, unless it shall ultimately be determined that she or he is entitled to be indemnified by the Company as authorised by these Articles.

191.5 It being the policy of the Company that indemnification of the persons specified in this Article shall be made to the fullest extent permitted by law, the indemnification provided by this Article shall not

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be deemed exclusive (a) of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Constitution, any agreement, any insurance purchased by the Company, any vote of Members or disinterested directors, or pursuant to the direction (however embodied) of any court of competent jurisdiction, or otherwise, both as to action in her or his official capacity and as to action in another capacity while holding such office, or (b) of the power of the Company to indemnify any person who is or was an employee or agent of the Company or of another company, joint venture, trust or other enterprise which she or he is serving or has served at the request of the Company, to the same extent and in the same situations and subject to the same determinations as are hereinabove set forth with respect to a director, executive or trustee. As used in this Article 191.5, references to the "Company" include all constituent companies in a consolidation or merger in which the Company or a predecessor to the Company by consolidation or merger was involved. The indemnification provided by this Article shall continue as to a person who has ceased to be a director, executive or trustee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

- 191.6 The Directors shall have power to purchase and maintain for any Director, the Secretary or other officers or employees of the Company insurance against any such liability as referred to in Section 235 of the Act.
- 191.7 The Company may additionally indemnify any employee or agent of the Company or any director, executive, employee or agent of any of its subsidiaries to the fullest extent permitted by law.

#### **FINANCIAL YEAR**

192. The financial year of the Company shall be as prescribed by the Board from time to time.

#### **DISPUTE RESOLUTION**

193. The courts of Ireland shall have exclusive jurisdiction to determine any dispute related to or connected with (a) any derivative claim in respect of a cause of action vested in the Company or seeking relief on behalf of the Company; (b) any action asserting a claim of breach of a fiduciary or other duty owed by any Director or officer or other employee of the Company to the Company or the Company's shareholders; or (c) any action asserting a claim against the Company or any Director or officer or other employee of the Company arising under the laws of Ireland or pursuant to any provision of the Articles (as either may be amended from time to time). Damages alone may not be an adequate remedy for any breach of this Article 193, so that, in the event of a breach or anticipated breach, the remedies of injunction and / or an order for specific performance would in appropriate circumstances be available. The governing law of the Articles is the substantive law of Ireland. For the purposes of this Article 193:
  - (a) a "dispute" shall mean any dispute, controversy or claim;
  - (b) references to "Company" shall be read so as to include each and any of the Company's subsidiary undertakings from time to time; and
  - (c) "Director" shall be read so as to include each and any Director of the Company from time to time in his or her capacity as such or as an employee of the Company and shall include any former Director of the Company.

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## **DESCRIPTION OF SECURITIES**

*References to “we”, “us”, “Trinseo” or the “Company” herein are, unless the context otherwise indicates, only to Trinseo PLC and not to any of its subsidiaries.*

### **General**

The following is a summary of information concerning capital stock of Trinseo PLC. The summaries and descriptions below do not purport to be complete statements of the relevant provisions of the Company's Memorandum and Articles of Association (“**Articles**”) and are entirely qualified by the Articles.

### **Ordinary Shares**

**Outstanding Shares.** The Company currently has 37,046,528 outstanding ordinary shares with a nominal value of \$0.01 per share (the “**Ordinary Shares**”), and 25,000 deferred ordinary shares with a nominal value of €1.00 each.

The outstanding shares include 25,000 deferred ordinary shares of €1.00 each, which were created solely to satisfy minimum statutory capital requirements that apply to all Irish public limited companies. The holders of the deferred ordinary shares are not entitled to receive any dividend or distribution, to attend, speak or vote at any general meeting, and effectively have no rights to participate in the assets of Trinseo PLC on a winding-up.

The Articles authorize the Trinseo Board of Directors (the “**Board**”) to issue shares of Trinseo PLC with an aggregate par value amount up to the maximum of its authorized but unissued share capital, without approval from shareholders. The Board is also authorized to issue preferred shares, with discretion as to the terms attaching to the preferred shares, including as to voting, dividend and conversion rights and priority relative to other classes of shares with respect to dividends and upon a liquidation.

The authority to issue new shares in Trinseo PLC extends until five years, for a period of five years from the date of adoption of the Articles, at which time it will expire unless renewed by Trinseo's shareholders.

**Authorized Share Capital.** The Company has an authorized share capital of US\$50,000,000 and €25,000, comprised of 4,000,000,000 ordinary shares of US\$0.01 each, 1,000,000,000 preferred shares of €0.01 each, and 25,000 deferred ordinary shares of €1.00 each.

The authorized share capital may be increased or reduced by a resolution approved by a simple majority of the votes cast at a general meeting of shareholders of Trinseo PLC, referred to under Irish law as an “ordinary resolution.”

Irish law does not recognize fractional shares held of record. Accordingly, the Articles do not provide for the issuance of fractional shares, and our official Irish share register will not reflect any fractional shares.

**Dividends.** Under Irish law, the Company is permitted to declare dividends and make distributions only out of “distributable profits.” Distributable profits are the accumulated realized profits of the Company that have not previously been utilized in a distribution or capitalization less accumulated realized losses that have not previously been written off in a reduction or reorganization of capital, and include reserves created by way of a reduction of capital. In addition, no distribution or dividend may be paid or made by the Company unless its net assets are equal to, or exceed, the aggregate of its called-up share capital plus its

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undistributable reserves and the distribution does not reduce the Company's net assets below such aggregate. Undistributable reserves include the undenominated capital, the capital redemption reserve fund and the amount by which the Company's accumulated unrealized profits that have not previously been utilized by any capitalization exceed the Company's accumulated unrealized losses that have not previously been written off in a reduction or reorganization of capital.

The determination as to whether the Company has sufficient distributable profits to fund a dividend must be made by reference to either the last unconsolidated annual audited financial statements, or other financial statements properly prepared in accordance with the Irish Companies Act, which give a "true and fair view" of the Company's unconsolidated financial position and accord with accepted accounting practice and have been filed with the Irish Companies Registration Office.

The Articles authorize the Board to declare interim dividends without approval from shareholders if it considers that the Company's financial position justifies such payment. The Board may also recommend a dividend to be approved and declared by Trinseo's shareholders at a general meeting. No dividend issued may exceed the amount recommended by the Board. The Articles provide that dividends may be paid in cash, property or paid-up shares. Any cash payment may be made by check or warrant or sent by any electronic or other means of payment.

Except as otherwise provided by the rights attached to shares of the Company, all shares of the Company will carry a pro rata entitlement to the receipt of dividends, and no dividend or other monies payable by the Company in respect of a share in the Company shall bear interest.

If a dividend cannot be paid to a shareholder of the Company or otherwise remains unclaimed, the Board may pay it into a separate account and the Company will not be a trustee in respect thereof. A dividend that remains unclaimed for a period of six years from the date of its declaration will be forfeited and will revert to the Company.

### **Shareholder Rights**

*Voting Rights*. Under the Articles, each Trinseo shareholder is entitled to one vote for each Ordinary Share that they hold as of the record date for the meeting. A holder of the deferred ordinary shares is not entitled to a vote. No voting rights can be exercised in respect of any shares held as treasury shares, including shares held by subsidiaries.

All resolutions at an annual general meeting or other general meeting will be decided on a poll. On a poll every Trinseo shareholder who is present, in person or by proxy, at the general meeting, is entitled to one vote for every Ordinary Share held by such shareholder.

At a separate general meeting of the holders of any class of shares, all votes will be taken on a poll and each holder of shares of the class will, on a poll, have one vote in respect of every share of that class held by such shareholder.

Under the Irish Companies Act and the Articles, certain matters require "ordinary resolutions", which must be approved by at least a majority of the votes cast, in person or by proxy, by shareholders at a general meeting, and certain other matters require "special resolutions", which require the affirmative vote of at least 75% of the votes cast, in person or by proxy, by shareholders at a general meeting.

An ordinary resolution is needed (among other matters) to remove a director, provide, vary or renew the directors' authority to allot shares and to appoint directors (where appointment is by shareholders, subject to certain exceptions such as where there is a contested director election, as is described below).

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A special resolution is needed (among other matters) to: alter the Company's Articles, exclude statutory preemptive rights on allotment of securities for cash (up to five years); reduce the Company's share capital; re-register the Company as a private company; and approve a scheme of arrangement.

Cumulative voting is not recognized under Irish law.

*Changes to Rights Attaching to a Class of Shares.* Under the Articles and the Irish Companies Act, any amendment of rights attaching to a class of the Company's issued shares must be approved by a special resolution of our shareholders of the affected class or with the consent in writing of the holders of three-quarters of all the votes of that class of shares.

*Dissolution; Liquidation Rights.* The Company may be dissolved and wound up at any time by way of a shareholders' voluntary winding, which requires a special resolution be approved of three-quarters of shareholders. The Company may also be dissolved by way of court order on the application of a creditor, or by the Irish Companies Registration Office as an enforcement measure if it has failed to file certain returns. The Company may also be dissolved by the Director of Corporate Enforcement in Ireland where its affairs have been investigated by an inspector and it appears from the report or any information obtained by the Director of Corporate Enforcement that the Company should be wound up.

Under the Articles, if the Company is wound up and the assets available for distribution are insufficient to repay the whole of the paid-up or credited as paid-up share capital, those assets are required to be distributed so that, as nearly as may be, the losses are borne by the Company's shareholders in proportion to the capital paid-up or credited as paid-up at the commencement of the winding up on the shares in the Company held by them respectively. If in a winding-up the assets available for distribution among the Trinseo shareholders are more than sufficient to repay the whole of the share capital paid-up or credited as paid-up at the commencement of the winding-up, the excess is required to be distributed among the shareholders in proportion to the capital at the commencement of the winding-up paid-up or credited as paid-up on the said shares held by them respectively. The position described above is subject to any special terms and conditions applying to any class of shares.

*Preemptive Rights.* Under Irish law, certain statutory preemption rights apply automatically in favor of shareholders where shares are to be issued for cash. As permitted by Irish law, Trinseo has opted to disapply these preemption rights in the Articles, such that the Board will be authorized to allot shares of any class in Trinseo with an aggregate par value amount up to the maximum of its authorized but unissued share capital as at the date of adoption of the Articles without approval from Trinseo's shareholders for a period of five years from the date of adoption of the Articles.

Irish law requires this disapplication to be renewed at least every five years by 75% of the votes cast at a general meeting of shareholders, referred to under Irish law as a "special resolution". If the disapplication is not renewed, new equity shares in Trinseo issued for cash must be offered to existing shareholders of Trinseo on a pro rata basis to their existing shareholdings before the shares may be issued to any new shareholders.

Statutory preemption rights do not apply (i) where shares are issued for non-cash consideration (such as in a share-for-share acquisition); (ii) to the issue of non-equity shares (that is, shares that have the right to participate only up to a specified amount in any income or capital distribution); or (iii) where shares are issued pursuant to an employee stock option or similar equity plan.

*Share Repurchases, Redemptions and Conversions.* The Articles provide that Trinseo may purchase its own shares and redeem outstanding redeemable shares. Under Irish law, shares can only be purchased or redeemed out of: (i) distributable profits; or (ii) the proceeds of a new issue of shares made for the purpose

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of the purchase or redemption. Under the Irish Companies Act, a company may purchase its own shares either (i) “on-market” on a recognized stock exchange, which includes the New York Stock Exchange (“NYSE”); or (ii) “off-market” (i.e., otherwise than on a recognized stock exchange).

For Trinseo to make “on-market” purchases of its Ordinary Shares, shareholders must provide general authorization to the Company to do so by way of an ordinary resolution. For so long as a general authority is in force, no additional shareholder authority for a particular “on-market” purchase is required. Such authority can be given for a maximum period of five years before it is required to be renewed and must specify: (i) the maximum number of shares that may be purchased; and (ii) the maximum and minimum prices that may be paid for the shares by specifying particular sums or providing a formula. For an “off-market” purchase, the proposed purchase contract must be authorized by special resolution of the shareholders before the contract is entered into.

Separately, Trinseo can redeem (as opposed to purchase) its redeemable shares once permitted to do so by its Articles (without the requirement for additional shareholder authority). The Articles provide that, unless the Board determines otherwise, any Ordinary Share that Trinseo has agreed to acquire shall be automatically converted into a redeemable share. Accordingly, for purposes of the Irish Companies Act, unless the Board determines otherwise, the acquisition of Ordinary Shares by Trinseo will technically be effected as a redemption of those Ordinary Shares. If the Articles did not contain such provision, acquisitions of Ordinary Shares by Trinseo would require to be effected as “on-market” or “off-market” purchases, as described above. Repurchased and redeemed shares may be cancelled or held as treasury shares, provided that the par value of treasury shares held by Trinseo at any time must not exceed 10% of the value of Trinseo’s company capital.

Trinseo cannot exercise any rights in respect of any treasury shares. Treasury shares can either be held in treasury, re-issued “on-market” or “off-market” or cancelled. Depending on the circumstances of their acquisition, treasury shares may be held indefinitely or require to be cancelled after one or three years. The re-issue of treasury shares requires to be made pursuant to a valid and subsisting shareholder authority given by way of a special resolution.

*Purchases by Subsidiaries.* Under Irish law, a subsidiary of Trinseo may purchase its Ordinary Shares either “on-market” or “off market,” provided such purchases are authorized by shareholders as outlined above. The redemption option is not available to a subsidiary of Trinseo. The number of Ordinary Shares held by its subsidiaries at any time will count as treasury shares and will be included in any calculation of the 10% permitted treasury share threshold, as described above. While a subsidiary holds any of our shares, it cannot exercise voting rights in respect of those shares. The acquisition of our shares by a subsidiary must be funded out of distributable profits of the subsidiary.

*Consolidation and Division; Subdivision.* Under its Articles, the Company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger par value than its existing shares or subdivide its shares into smaller amounts than is fixed by its articles of association.

*Reduction of Share Capital.* The Company may, by ordinary resolution, reduce its authorized share capital in any way. The Company also may, by special resolution and subject to confirmation by the Irish High Court, reduce or cancel its issued share capital in any way.

*Lien on Shares, Calls on Shares and Forfeiture of Shares.* The Articles provide that Trinseo will have a first and paramount lien on every share that is not a fully paid-up share for an amount equal to the unpaid portion of such share. Subject to the terms of their allotment, directors may call for any unpaid amounts in respect of any shares in Trinseo to be paid, and if payment is not made, the shares may be forfeited.

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## **General Meetings**

*General Meetings of Shareholders.* Trinseo must hold its annual general meeting no more than nine months after its accounting year end. In addition to any SEC mandated resolutions, the business of Trinseo's annual general meeting is required to include: (a) the consideration of Trinseo's statutory financial statements; (b) the review by shareholders of Trinseo's affairs; (c) the election and reelection of directors in accordance with the Articles; (d) the appointment or reappointment of the Irish statutory auditors; (e) the authorization of the directors to approve the remuneration of the statutory auditors; and (f) the declaration of dividends (other than interim dividends).

The Articles provide that the Board may convene general meetings of shareholders at any place they so designate. All general meetings, other than annual general meetings, are referred to as "extraordinary general meetings" at law. If a general meeting is held outside Ireland, Trinseo has a duty, at its expense, to make all necessary arrangements to ensure that Trinseo's shareholders can by technological means participate in any such meeting without leaving Ireland.

The Articles require that notice of an annual general meeting of shareholders must be delivered to the shareholders at least 21 clear days before the meeting. Shareholders must be notified of all general meetings (other than annual general meetings) at least 14 clear days prior to the meeting (provided that, in the case of an extraordinary general meeting for the passing of a special resolution, at least 21 clear days' notice is required). "Clear days" means calendar days and excludes (1) the date on which a notice is given, or a request received; and (2) the date of the meeting itself.

*Calling Special Meetings of Shareholders.* The Articles provide that general meetings of shareholders may be called on the order of the Board. Under Irish law, one or more shareholders representing at least 10% of the paid-up share capital of Trinseo carrying voting rights have the right to requisition the holding of an extraordinary general meeting.

*Serious Loss of Capital.* If the Board becomes aware that the Company's assets are half or less of the amount of Trinseo's called-up share capital, the directors must convene an extraordinary general meeting of shareholders no later than 28 days after the earliest day on which that fact is known to a director (and the general meeting must be convened for a date not later than 56 days from that day). The meeting must be convened for the purpose of considering whether any, and if so what, measures should be taken to address the situation.

*Quorum for Meetings of Shareholders.* Under the Articles, holders of at least a simple majority of the shares issued and entitled to vote at a general meeting constitute a quorum. The necessary quorum at a separate general meeting of the holders of any class of shares is holders of at least a simple majority of that class of shares issued and entitled to vote.

## **Corporate Governance**

Under Irish law and the Articles, the authority for the overall management of Trinseo is vested in the Board. The Board may delegate any of its powers on such terms as it thinks fit in accordance with the Articles and Irish law, although, the Board will remain responsible, as a matter of Irish law, for the proper management of the affairs of the Company. The directors must ensure that any delegation is and remains appropriate and that an adequate system of control and supervision is in place.

*Size of Board and Vacancies.* The Articles provide that the number of directors will be as the Board may determine from time to time, at its discretion, but which shall not be less than three. The number of directors on the Board is thirteen. Directors are elected by ordinary resolution at general meetings, provided that, if

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there is a contested election (as provided for in the Articles), each of the nominees shall be voted upon as a separate resolution and the nominees who shall be elected as directors shall be only those nominees (in number equal to the number of available positions) who receive the highest number of votes of all nominees in favor of their election or re-election.

Under the Articles, any Director whose term expires at an annual general meeting shall be eligible to stand for re-election at the annual general meeting. Notwithstanding that a Director might not be re-elected at a general meeting, such Director shall nevertheless hold office until the conclusion of that meeting.

Under Irish law and the Articles, the Company's shareholders have the power to remove a director without cause by simple majority resolution. At least 28 clear days' notice of the resolution is given to the Company and the shareholder(s) comply with the relevant procedural requirements. Under Irish law, one or more shareholders representing at least 10% of the paid-up share capital of Trinseo carrying voting rights have the right to requisition the holding of an extraordinary general meeting at which such a resolution to remove a director (and appoint a replacement) may be proposed.

The Articles provide that vacancies in the board of directors may be filled by the Board.

#### **Transfer Agent and Registrar**

Our transfer agent and registrar is Computershare Trust Company, N.A.

#### **New York Stock Exchange Listing**

The Ordinary Shares are listed on the New York Stock Exchange under the ticker symbol "TSE."

#### **Acquisitions**

*Shareholder Approval of Merger or Consolidation.* Irish law recognizes the concept of a statutory merger in three situations: (1) a domestic merger where an Irish private limited company merges with another Irish company (not being a public limited company) under Part 9 of the Irish Companies Act; (2) a domestic merger where an Irish public limited company merges with another Irish company under Part 17 of the Irish Companies Act; and (3) a cross-border merger, where an Irish company merges with another company based in the European Economic Area ("EEA") under the European Communities (Cross-border Merger) Regulations 2008 of Ireland.

Under Irish law and subject to applicable U.S. securities laws and the NYSE's rules and regulations, where Trinseo proposes to acquire another company, approval of shareholders is not required, unless effected as a direct domestic merger or direct cross-border merger as referred to above.

Under Irish law, where another company proposes to acquire Trinseo PLC, the requirement for the approval of Trinseo PLC's shareholders depends on the method of acquisition.

*Schemes of Arrangement.* Under Irish law, schemes of arrangement are arrangements or compromises between a company and any class of shareholders or creditors, and are used in certain types of reconstructions, amalgamations, capital reorganizations or takeovers (similar to a merger in the United States). Such arrangements require the approval of: (i) a majority in number of shareholders or creditors (as the case may be) representing 75% in value of the creditors or each class of creditors or shareholders or each class of shareholders present and voting either in person or by proxy at a special meeting convened by order of the court; and (ii) the Irish High Court.

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Once approved by the requisite shareholder and creditor majority, sanctioned by the Irish High Court and becoming effective, all shareholders and/or, as the case may be, creditors of the relevant class are bound by the terms of the scheme. Dissenting shareholders and/or, as the case may be, creditors have the right to appear at the Irish High Court hearing and make representations in objection to the scheme.

*Takeover Offer.* The Irish Companies Act also provides that where (i) a takeover offer is made for shares, and (ii) following the offer, the offeror has acquired or contracted to acquire not less than 80% of the shares to which the offer relates, the offeror may require the other shareholders who did not accept the offer to transfer their shares on the terms of the offer.

A dissenting shareholder may object to the transfer on the basis that the offeror is not entitled to acquire its shares or to specify terms of acquisition different from those in the offer by applying to the court within 30 days of the date on which notice of the transfer was given. In the absence of fraud or oppression, and subject to strict compliance with the terms of the statute, the court is unlikely to order that the acquisition shall not take effect, but it may specify terms of the transfer that it finds appropriate.

A minority shareholder is also entitled in similar circumstances to require the offeror to acquire his or her shares on the terms of the offer.

*Statutory Mergers.* It is also possible for Trinseo PLC to be acquired by way of a domestic or cross-border statutory merger, as described above. Such mergers must be approved by a special resolution of shareholders. If the consideration being paid to shareholders is not all in the form of cash, dissenting shareholders may be entitled, in certain circumstances, to require that their shares be acquired for cash.

*Disclosure of Interests in Shares.* Under the Irish Companies Act, a person must notify us if, as a result of a transaction, the person will become interested in three percent or more of our voting shares, or if as a result of a transaction a person who was interested in three percent or more of our voting shares ceases to be so interested. Under the Irish Companies Act, an “interest” is broadly defined and includes direct and indirect holdings, beneficial interests and, in some cases, derivative interests. Furthermore, a person’s interests are aggregated with the interests of related persons and entities (including controlled companies). Where a person is interested in three percent or more of our voting shares, the person must notify us of any alteration of his or her interest that brings his or her total holding through the nearest whole percentage number, whether an increase or a reduction. The relevant percentage figure is calculated by reference to the aggregate nominal value of the voting shares in which the shareholder is interested as a proportion of the entire nominal value of our issued share capital (or any such class of share capital in issue). Where the percentage level of the person’s interest does not amount to a whole percentage, this figure is rounded down to the next whole number. We must be notified within five business days of the transaction or alteration of the shareholder’s interests that gave rise to the notification requirement. If a person fails to comply with these notification requirements, the person’s rights in respect of any of our shares it holds will not be enforceable, either directly or indirectly, by action or legal proceeding. However, such person may apply to the court to have the rights attaching to such shares reinstated.

In addition, Irish law provides that a company may, by notice in writing, require a person whom the company knows or reasonably believes to be or to have been within the three preceding years, interested in its issued voting share capital to: (1) confirm whether this is or is not the case; and (2) if this is the case, to give further information that it requires relating to his or her interest and any other interest in the company’s shares of which he or she is aware.

The disclosure must be made within a reasonable period as specified in the relevant notice which may be as short as one or two days. If the recipient of the notice fails to respond within the reasonable time period specified in the notice, we may apply to the Irish High Court for an order directing that the affected shares

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be subject to certain restrictions, as prescribed by the Irish Companies Act, as follows: (1) any transfer of those shares or, in the case of unissued shares, any transfer of the right to be issued with shares and any issue of shares, shall be void; (2) no voting rights shall be exercisable in respect of those shares; (3) no further shares shall be issued in right of those shares or in pursuance of any offer made to the holder of those shares; and (4) no payment shall be made of any sums due from us on those shares, whether in respect of capital or otherwise.

The court may also order that shares subject to any of these restrictions be sold with the restrictions terminating upon the completion of the sale.

In the event we are in an offer period pursuant to the Irish Takeover Rules, accelerated disclosure provisions apply for persons holding an interest in our securities of one percent or more.

### **Irish Takeover Rules**

Trinseo is subject to the Irish Takeover Panel Act 1997, as amended, and the Irish Takeover Rules promulgated thereunder, or the Irish Takeover Rules, which regulate the conduct of takeovers of, and certain other relevant transactions affecting, Irish public limited companies listed on certain stock exchanges, including the NYSE. The Irish Takeover Rules are administered by the Irish Takeover Panel, which has supervisory jurisdiction over such transactions. Among other matters, the Irish Takeover Rules operate to ensure that no offer is frustrated or unfairly prejudiced and, in the case of multiple bidders, that there is a level playing field. For example, pursuant to the Irish Takeover Rules, the Trinseo Board will not be permitted, without approval from Trinseo's shareholders, to take certain actions that might frustrate an offer for Trinseo once the Trinseo Board has received an approach that may lead to an offer or has reason to believe an offer is, or may be, imminent.

A transaction in which a third party seeks to acquire 30% or more of our voting rights and any other acquisitions of our securities will be governed by the Irish Takeover Panel Act 1997, as amended, and the Irish Takeover Rules and will be regulated by the Irish Takeover Panel. The "General Principles" of the Irish Takeover Rules and certain important aspects of the Irish Takeover Rules are described below.

*General Principles.* The Irish Takeover Rules are built on the following General Principles which will apply to any transaction regulated by the Irish Takeover Panel: (1) in the event of an offer, all holders of securities of the target company must be afforded equivalent treatment and, if a person acquires control of a company, the other holders of securities must be protected; (2) the holders of securities in the target company must have sufficient time and information to enable them to reach a properly informed decision on the offer; where it advises the holders of securities, the board of directors of the target company must give its views on the effects of the implementation of the offer on employment, employment conditions and the locations of the target company's place of business; (3) a target company's board of directors must act in the interests of that company as a whole and must not deny the holders of securities the opportunity to decide on the merits of the offer; (4) false markets must not be created in the securities of the target company, the bidder or any other company concerned by the offer in such a way that the rise or fall of the prices of the securities becomes artificial and the normal functioning of the markets is distorted; (5) a bidder can only announce an offer after ensuring that he or she can fulfill in full the consideration offered, if such is offered, and after taking all reasonable measures to secure the implementation of any other type of consideration; (6) a target company may not be hindered in the conduct of its affairs longer than is reasonable by an offer for its securities; and (7) a "substantial acquisition" of securities, whether such acquisition is to be effected by one transaction or a series of transactions, shall take place only at an acceptable speed and shall be subject to adequate and timely disclosure.

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**Mandatory Bid.** Under certain circumstances, a person who acquires shares, or other voting securities, of a company may be required under the Irish Takeover Rules to make a mandatory cash offer for the remaining outstanding voting securities in that company at a price not less than the highest price paid for the securities by the acquirer, or any parties acting in concert with the acquirer, during the previous 12 months. This mandatory bid requirement is triggered if an acquisition of securities would increase the aggregate holding of an acquirer, including the holdings of any parties acting in concert with the acquirer, to securities representing 30% or more of the voting rights in a company, unless the Irish Takeover Panel otherwise consents. An acquisition of securities by a person holding, together with its concert parties, securities representing between 30% and 50% of the voting rights in a company would also trigger the mandatory bid requirement if, after giving effect to the acquisition, the percentage of the voting rights held by that person, together with its concert parties, would increase by 0.05% within a 12-month period. Any person, excluding any parties acting in concert with the holder, holding securities representing more than 50% of the voting rights of a company is not subject to these mandatory offer requirements in purchasing additional securities.

**Voluntary Bid; Requirements to Make a Cash Offer and Minimum Price Requirements.** If a person makes a voluntary offer to acquire outstanding Trinseo PLC shares, the offer price must not be less than the highest price paid for Trinseo PLC shares by the bidder or its concert parties during the three-month period prior to the commencement of the offer period. The Irish Takeover Panel has the power to extend the "look back" period to 12 months if the Irish Takeover Panel, taking into account the General Principles, believes it is appropriate to do so.

If the bidder or any of its concert parties has acquired Trinseo PLC shares (1) during the 12-month period prior to the commencement of the offer period that represent more than 10% of the outstanding Trinseo PLC shares or (2) at any time after the commencement of the offer period, the offer must be in cash or accompanied by a full cash alternative and the price per Trinseo PLC share must not be less than the highest price paid by the bidder or its concert parties during, in the case of (1) above, the 12-month period prior to the commencement of the offer period or, in the case of (2) above, the offer period. The Irish Takeover Panel may apply this Rule to a bidder who, together with its concert parties, has acquired less than 10% of the total Trinseo PLC shares in the 12-month period prior to the commencement of the offer period if the Irish Takeover Panel, taking into account the General Principles, considers it just and proper to do so.

An offer period will generally commence from the date of the first announcement of the offer or proposed offer.

**Substantial Acquisition Rules.** The Irish Takeover Rules also contain rules governing substantial acquisitions of shares and other voting securities which restrict the speed at which a person may increase his or her holding of shares and rights over shares to an aggregate of between 15% and 30% of the voting rights of the company. Except in certain circumstances, an acquisition or series of acquisitions of shares or rights over shares representing 10% or more of the voting rights of the company is prohibited, if such acquisition(s), when aggregated with shares or rights already held, would result in the acquirer holding 15% or more but less than 30% of the voting rights of the company and such acquisitions are made within a period of seven days. These rules also require accelerated disclosure of acquisitions of shares or rights over shares relating to such holdings.

**Rights of Dissenting Shareholders.** Irish law does not generally provide for appraisal rights. However Irish law provides for dissenters' rights in certain situations, as described below: (1) under a takeover offer, an offeror which has acquired or contracted to acquire not less than 80% of the shares to which the offer relates may require the other shareholders who did not accept the offer to transfer their shares on the terms of the offer. Dissenting shareholders have the right to apply to the High Court of Ireland for relief; (2) a takeover scheme of arrangement which has been approved by the requisite shareholder majority and sanctioned by

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the High Court of Ireland will be binding on all shareholders. Dissenting shareholders have the right to appear at the High Court hearing and make representations in objection to the scheme; and (3) in the case of a domestic or cross-border statutory merger, if the consideration being paid to shareholders is not all in the form of cash, dissenting shareholders may, in certain circumstances, be entitled to require that their shares be acquired for cash.

#### **Anti-Takeover Measures**

*Frustrating Action.* Under the Irish Takeover Rules, the Trinseo PLC Board is not permitted to take any action that might frustrate an offer for our shares once the Trinseo PLC Board has received an approach that may lead to an offer or has reason to believe that such an offer is or may be imminent, subject to certain exceptions. Potentially frustrating actions such as (1) the issue of shares, options, restricted share units or convertible securities; (2) material acquisitions or disposals; (3) entering into contracts other than in the ordinary course of business; or (4) any action, other than seeking alternative offers, which may result in frustration of an offer, are prohibited during the course of an offer or at any earlier time during which the Trinseo PLC Board has reason to believe an offer is or may be imminent. Exceptions to this prohibition are available where: (a) the action is approved by our shareholders at a general meeting; or (b) the Irish Takeover Panel has given its consent, where: (i) it is satisfied the action would not constitute frustrating action; (ii) our shareholders holding more than 50% of the voting rights state in writing that they approve the proposed action and would vote in favor of it at a general meeting; (iii) the action is taken in accordance with a contract entered into prior to the announcement of the offer, or any earlier time at which the Board considered the offer to be imminent; or (iv) the decision to take such action was made before the announcement of the offer and either has been at least partially implemented or is in the ordinary course of business.

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**TRINSEO PLC**  
**AMENDED AND RESTATED**  
**2014 OMNIBUS INCENTIVE PLAN**

**(As Assumed, Amended and Restated**

**as of October 8, 2021)**

WHEREAS:

A. On May 30, 2014, Trinseo S.A., a public limited company (*société anonyme*) incorporated under the laws of Luxembourg adopted the Trinseo S.A. 2014 Omnibus Incentive Plan (as so adopted and amended, from time to time, in respect of periods prior to the Effective Time (as defined below), the “Original Plan”).

B. On October 8, 2021, the re-domiciliation of Trinseo S.A. from Luxembourg to Ireland pursuant to a merger by acquisition under the European Communities (Cross-Border Mergers) Regulations 2008 of Ireland (SI 157/2008), as amended, and the Luxembourg law of 10 August 2015, as amended, was completed (the “Merger”). Pursuant to the Merger: (i) Trinseo PLC, a public limited company incorporated under the laws of Ireland, by operation of law and universal succession of title, became entitled to the assets of Trinseo S.A. and assumed the liabilities of Trinseo S.A. from the effective time of the Merger (the “Effective Time”); (ii) ordinary shares of \$0.01 each (nominal value) were allotted and issued by the Trinseo PLC to the shareholders of Trinseo S.A. (other than Trinseo S.A. as holder of shares in itself), on a one-for-one basis, at the Effective Time as consideration for the transfer of the assets and liabilities of Trinseo S.A.; and (iii) Trinseo S.A. ceased to exist following completion of the Merger.

C. In connection with the Merger, among other matters, at the Effective Time, the Original Plan and all awards then outstanding under the Original Plan were assumed by Trinseo PLC and the Original Plan was amended and restated on the terms set out herein and renamed the Trinseo PLC Amended And Restated 2014 Omnibus Incentive Plan (the Original Plan as so assumed, amended and restated at the Effective Time and as may, from time to time, be amended in respect of periods following the Effective Time, the “Plan”).

D. Save as otherwise expressly provided herein, the Plan shall apply to all awards granted prior to or following the Effective Time.

**1. DEFINED TERMS**

Exhibit A, which is incorporated by reference, defines the terms used in the Plan and sets forth certain operational rules related to those terms.

**2. PURPOSE**

The Plan has been established to advance the interests of the Company by providing for the grant to Participants of Stock-based Awards.

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### 3. ADMINISTRATION

The Administrator has discretionary authority, subject only to the express provisions of the Plan, to interpret the Plan; determine eligibility for and grant Awards; determine, modify or waive the terms and conditions of any Award; determine the form of settlement of Awards (whether in cash, shares of Stock or other property); prescribe forms, rules and procedures relating to the Plan; and otherwise do all things necessary or appropriate to carry out the purposes of the Plan. Determinations of the Administrator made under the Plan will be conclusive and will bind all parties.

### 4. LIMITS ON AWARDS UNDER THE PLAN

**(a) Number of Shares.** The maximum number of shares of Stock that may be delivered in satisfaction of Awards under the Plan is 6,000,000 shares. Up to the total number of shares available for Awards to employee Participants may be issued in satisfaction of ISOs, but nothing in this Section 4(a) will be construed as requiring that any, or any fixed number of, ISOs be awarded under the Plan. The limits set forth in this Section 4(a) shall be construed to comply with Section 422 of the Code. For purposes of this Section 4(a), the shares of Stock withheld by the Company in payment of the exercise price or purchase price (including any nominal value payable in respect of an Award provided always that such nominal value must be paid by the Participant or some other person permitted to do so by Irish law as provided for in Section 6(a)(9)) of the Award, in satisfaction of tax withholding requirements with respect to the Award, or purchased by the Company using proceeds from Awards are prohibited from being returned back to the Plan's share reserve for future issuance. The gross number of SAR awards granted under the Plan, as opposed to the net number of shares actually delivered under the SAR Award, will be deducted from the number of shares remaining available for issuance pursuant to the Awards granted under the Plan. For the avoidance of doubt, any shares of Stock underlying Awards settled in cash or that otherwise expire or become unexercisable without having been exercised or that are forfeited to or repurchased or redeemed by the Company due to the failure to vest may be returned to the Plan for future issuance. To the extent consistent with the requirements of Section 422 and the regulations thereunder, and with other applicable legal requirements (including applicable stock exchange requirements), Stock issued under awards of an acquired company that are converted, replaced or adjusted in connection with the acquisition shall not reduce the number of shares of Stock available for Awards under the Plan.

**(b) Type of Shares.** Stock delivered by the Company under the Plan may be newly issued Stock or treasury Stock acquired by the Company. No fractional shares of Stock will be delivered under the Plan.

**(c) Individual Limits.** The following additional limits will apply to Awards of the specified type granted, or in the case of Cash Awards, payable to any person in any calendar year:

- (1)** Stock Options: 900,000 shares of Stock.
- (2)** SARs: 900,000 shares of Stock.
- (3)** Awards other than Stock Options, SARs or Cash Awards: 450,000 shares of Stock.
- (4)** Cash Awards: \$5,000,000.

In applying the foregoing limits, (i) all Awards of the specified type granted to the same person in the same calendar year will be aggregated and made subject to one limit; (ii) the limits applicable to Stock Options and SARs refer to the number of shares of Stock subject to those Awards; (iii) the share limit under clause (3) refers to the maximum number of shares of Stock that may be delivered, or the value of which could be paid in cash or other property, under an Award or Awards of the type specified in clause (3) assuming a

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maximum payout; and (iv) the dollar limit under clause (4) refers to the maximum dollar amount payable under an Award or Awards of the type specified in clause (4) assuming a maximum payout. The foregoing provisions will be construed in a manner consistent with Section 162(m), including, without limitation, where applicable, the rules under Section 162(m) pertaining to permissible deferrals of exempt awards.

## 5. ELIGIBILITY AND PARTICIPATION

The Administrator will select Participants from among key Employees and Directors of, and consultants and advisors to, the Company and its Affiliates who are in a position to contribute significantly to the success of the Company and its Affiliates. Eligibility for ISOs is limited to individuals described in the first sentence of this Section 5 who are employees of the Company or of a “parent corporation” or “subsidiary corporation” of the Company as those terms are defined in Section 424 of the Code. Eligibility for Stock Options other than ISOs is limited to individuals described in the first sentence of this Section 5 who are providing direct services on the date of grant of the Stock Option to the Company or to a subsidiary of the Company that would be described in the first sentence of Treas. Regs. §1.409A-1(b)(5)(iii)(E).

## 6. RULES APPLICABLE TO AWARDS

### (a) All Awards.

(1) **Award Provisions.** The Administrator will determine the terms of all Awards, subject to the limitations provided herein. By accepting (or, under such rules as the Administrator may prescribe, being deemed to have accepted) an Award, the Participant will be deemed to have agreed to the terms of the Award and the Plan. Notwithstanding any provision of this Plan to the contrary, awards of an acquired company that are converted, replaced or adjusted in connection with the acquisition may contain terms and conditions that are inconsistent with the terms and conditions specified herein, as determined by the Administrator.

(2) **Term of Plan.** No Awards may be made after ten years from the Date of Adoption, but previously granted Awards may continue beyond that date in accordance with their terms.

(3) **Transferability.** Neither ISOs nor, except as the Administrator otherwise expressly provides in accordance with the third sentence of this Section 6(a)(3), other Awards may be transferred other than by will or by the laws of descent and distribution. During a Participant’s lifetime, ISOs (and, except as the Administrator otherwise expressly provides in accordance with the third sentence of this Section 6(a)(3), SARs and NSOs) may be exercised only by the Participant. The Administrator may permit the gratuitous transfer (*i.e.*, transfer not for value) of Awards other than ISOs, subject to such limitations as the Administrator may impose.

(4) **Vesting, etc.** The Administrator will determine the time or times at which an Award will vest or become exercisable and the terms on which a Stock Option or SAR will remain exercisable. Except in the event of the Participant’s death or disability or a five percent (5%) carve-out of the number of shares of Stock that may be delivered in satisfaction of Awards under the Plan (as defined in Section 4(a)), all Awards will only vest or become exercisable after a minimum of twelve months from the grant date. Without limiting the foregoing, the Administrator may at any time accelerate the vesting or exercisability of an Award, regardless of any adverse or potentially adverse tax or other consequences resulting from such acceleration. Unless the Administrator expressly provides otherwise, however, the following rules will apply if a Participant’s Employment ceases:

(A) Immediately upon the cessation of the Participant’s Employment and except as provided in (B) and (C) below, each Stock Option and SAR that is then held by the Participant or by the Participant’s

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permitted transferees, if any, will cease to be exercisable and will terminate and all other Awards that are then held by the Participant or by the Participant's permitted transferees, if any, to the extent not already vested will be forfeited.

**(B)** Subject to (C) and (D) below, all Stock Options and SARs held by the Participant or the Participant's permitted transferees, if any, immediately prior to the cessation of the Participant's Employment, to the extent then exercisable, will remain exercisable for the lesser of (i) a period of three months or (ii) the period ending on the latest date on which such Stock Option or SAR could have been exercised without regard to this Section 6(a)(4), and will thereupon immediately terminate.

**(C)** All Stock Options and SARs held by a Participant or the Participant's permitted transferees, if any, immediately prior to the cessation of the Participant's Employment due to his or her death or by the Company due to his or her Permanent Disability, to the extent then exercisable, will remain exercisable for the lesser of (i) a period of twelve (12) months or (ii) the period ending on the latest date on which such Stock Option or SAR could have been exercised without regard to this Section 6(a)(4), and will thereupon immediately terminate.

**(D)** All Stock Options and SARs (whether or not exercisable) held by a Participant or the Participant's permitted transferees, if any, immediately prior to the cessation of the Participant's Employment will immediately terminate upon such cessation of Employment if the termination is for Cause or occurs in circumstances that in the sole determination of the Administrator would have constituted grounds for the Participant's Employment to be terminated for Cause.

**(5) Additional Restrictions.** The Administrator may cancel, rescind, withhold or otherwise limit or restrict any Award at any time if the Participant is not in compliance with all applicable provisions of the Award agreement and the Plan, or if the Participant breaches any agreement with the Company or its Affiliates with respect to non-competition, non-solicitation or confidentiality. Without limiting the generality of the foregoing, the Administrator may recover Awards made under the Plan and payments under or gain in respect of any Award in accordance with any applicable Company clawback or recoupment policy, as such policy may be amended and in effect from time to time, or as otherwise required by applicable law or applicable stock exchange listing standards, including, without limitation, Section 10D of the Securities Exchange Act of 1934, as amended.

**(6) Taxes.** The Company or any Affiliate shall have the authority and right to deduct or withhold or require a Participant to remit to the Company or any Affiliate, an amount sufficient to satisfy Tax-Related Items with respect to any taxable event concerning a Participant arising as a result of the Plan or to take such other action as may be necessary in the opinion of the Company or any Affiliate, as appropriate, to satisfy withholding obligations for the payment of Tax-Related Items, including but not limited to (i) withholding from the Participant's wages or other cash compensation; (ii) withholding from the proceeds for the sale of shares of Stock underlying the Award either through a voluntary sale or a mandatory sale arranged by the Company on the Participant's behalf; or (iii) in the Administrator's sole discretion and in satisfaction of the foregoing requirement withhold shares of Stock otherwise issuable under an Award (or allow the return of shares of Stock) having a fair market value equal to the sums required to be withheld. To avoid negative accounting treatment, the number of Shares which may be withheld with respect to the issuance, vesting, exercise or payment of any Award or which may be repurchased from the Participant of such Award in order to satisfy the Participant's Tax-Related Items liabilities with respect to the issuance, vesting, exercise or payment of the Award may be limited to the number of shares of Stock which have a fair market value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the maximum applicable withholding rates. No Stock shall be delivered hereunder to any Participant or other person until the Participant or such other person has made arrangements acceptable to the Company for the satisfaction of the Tax-Related Items withholdings obligations with respect to any

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taxable event concerning the Participant or such other person arising as a result of the Plan in a manner consistent with Irish law.

(7) **Dividend Equivalents, Etc.** The Administrator may provide for the payment of amounts (on terms and subject to conditions established by the Administrator) in lieu of cash dividends or other cash distributions with respect to Stock subject to an Award whether or not the holder of such Award is otherwise entitled to share in the actual dividend or distribution in respect of such Award, except for Awards of Stock Options or SARs, for which such payments shall be prohibited. Any entitlement to dividend equivalents or similar entitlements will be established and administered either consistent with an exemption from, or in compliance with, the requirements of Section 409A. Dividends or dividend equivalent amounts payable in respect of Awards shall be subject to the identical time-based vesting and performance conditions as the underlying Award and cannot be paid unless and until all vesting and performance conditions of the underlying Award are met. Dividends or dividend equivalent amounts payable in respect of Awards that are subject to restrictions may be subject to such additional limits or restrictions as the Administrator may impose, consistent with the requirements of the Articles.

(8) **Rights Limited.** Nothing in the Plan will be construed as giving any person the right to continued employment or service with the Company or its Affiliates, or any rights as a stockholder except as to shares of Stock actually issued under the Plan. The loss of existing or potential profit in Awards will not constitute an element of damages in the event of a termination of Employment for any reason, even if the termination is in violation of an obligation of the Company or any Affiliate to the Participant.

(9) **Purchase Price.** At the time of the Award, the Administrator shall determine the price, if any, to be paid by the Participant for each share of Stock subject to the Award. The price to be paid by the Participant shall not be less than the nominal value of a share of Stock (or such higher amount required by applicable Irish law). The purchase price of shares of Stock acquired pursuant to the Award shall be paid or redeemed by a non-Irish incorporated Subsidiary on behalf of the Participant as designated by the Administrator or by the Participant through one or more of the following methods (a) in cash or (b) in any other form of legal consideration that may be acceptable to the Administrator in its discretion and in compliance with applicable Irish law.

(10) **Coordination with Other Plans.** Awards under the Plan may be granted in tandem with, or in satisfaction of or substitution for, other Awards under the Plan or awards made under other compensatory plans or programs of the Company or its Affiliates. For example, but without limiting the generality of the foregoing, awards under other compensatory plans or programs of the Company or its Affiliates may be settled in Stock (including, without limitation, Unrestricted Stock) if the Administrator so determines, in which case the shares delivered will be treated as awarded under the Plan (and will reduce the number of shares thereafter available under the Plan in accordance with the rules set forth in Section 4). In any case where an award is made under another plan or program of the Company or its Affiliates and such award is intended to qualify for the performance-based compensation exception under Section 162(m), and such award is settled by the delivery of Stock or another Award under the Plan, the applicable Section 162(m) limitations under both the other plan or program and under the Plan will be applied to the Plan as necessary (as determined by the Administrator) to preserve the availability of the Section 162(m) performance-based compensation exception with respect thereto.

(11) **Section 162(m).** In the case of any Performance Award (other than a Stock Option or SAR) intended to qualify for the performance-based compensation exception under Section 162(m), the Administrator will establish the applicable Performance Criterion or Criteria in writing no later than ninety (90) days after the commencement of the period of service to which the performance relates (or at such earlier time as is required to qualify the Award as performance-based under Section 162(m)) and, prior to the event or occurrence (grant, vesting or payment, as the case may be) that is conditioned on the attainment

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of such Performance Criterion or Criteria, will certify whether it or they have been attained. The preceding sentence will not apply to an Award eligible (as determined by the Administrator) for exemption from the limitations of Section 162(m) by reason of the post-initial public offering transition relief in Section 1.162-27(f) of the Treasury Regulations.

(12) **Section 409A.** Each Award will contain such terms as the Administrator determines, and will be construed and administered, such that the Award either qualifies for an exemption from the requirements of Section 409A or satisfies such requirements.

(13) **Fair Market Value.** In determining the fair market value of any share of Stock under the Plan, the Administrator will make the determination in good faith, and consistent with the rules of Section 422 and Section 409A when applicable.

**(b) Stock Options and SARs.**

(1) **Time And Manner Of Exercise.** Unless the Administrator expressly provides otherwise, no Stock Option or SAR will be deemed to have been exercised until the Administrator receives a notice of exercise (in form acceptable to the Administrator), which may be an electronic notice, signed (including electronic signature in form acceptable to the Administrator) by the appropriate person and accompanied by any payment required under the Award. A Stock Option or SAR exercised by any person other than the Participant will not be deemed to have been exercised until the Administrator has received such evidence as it may require that the person exercising the Award has the right to do so. The Administrator may impose conditions on the exercisability of Awards, including limitations on the time periods during which Awards may be exercised or settled.

(2) **Exercise Price.** The exercise price (or the base value from which appreciation is to be measured) of each Award requiring exercise will be no less than the higher of (a) the nominal value of the Stock subject to the Award and (b) 100% (or in the case of an ISO granted to a ten-percent shareholder within the meaning of subsection (b)(6) of Section 422, 110%) of the fair market value of the Stock subject to the Award, determined as of the date of grant, or such higher amount as the Administrator may determine in connection with the grant. Except in connection with a corporate transaction involving the Company (which term shall include, without limitation, any stock dividend, stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, or exchange of shares) or as otherwise contemplated by Section 7 of the Plan, the terms of outstanding Stock Options or SARs, or any substitution of such Awards under Section 6(a)(10), as applicable, may not be amended to reduce the exercise prices of such Stock Options or the base values from which appreciation under such SARs are to be measured other than in accordance with the stockholder approval requirements of the New York Stock Exchange. Unless otherwise submitted to and approved by the Company's shareholders, any substitution or buyout of Stock Options or SARs for cash, as applicable, shall be prohibited when the exercise price for such Stock Option is below the current fair market value or when the base value from which appreciation under such SARs are to be measured is below the current fair market value.

(3) **Payment Of Exercise Price.** Where the exercise of an Award is to be accompanied by payment, payment of the exercise price will be by cash or check acceptable to the Administrator or by such other legally permissible means, if any, as may be acceptable to the Administrator.

(4) **Maximum Term.** Stock Options and SARs will have a maximum term not to exceed ten (10) years from the date of grant (or five (5) years from the date of grant in the case of an ISO granted to a ten-percent shareholder described in Section 6(b)(2) above); provided, however, that, if a Participant still holding an outstanding but unexercised NSO or SAR ten (10) years from the date of grant (or, in the case of an NSO or SAR with a maximum term of less than ten (10) years, such maximum term) is prohibited by

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applicable law or a written policy of the Company applicable to similarly situated employees from engaging in any open-market sales of Stock, and if at such time the Stock is publicly traded (as determined by the Administrator), the maximum term of such Award will instead be deemed to expire on the thirtieth (30th) day following the date the Participant is no longer prohibited from engaging in such open market sales.

## 7. EFFECT OF CERTAIN TRANSACTIONS

**(a) Mergers, etc.** Except as otherwise provided in an Award agreement, the following provisions will apply in the event of a Covered Transaction:

**(1) Assumption or Substitution.** If the Covered Transaction is one in which there is an acquiring or surviving entity, the Administrator may (but, for the avoidance of doubt, need not) provide (i) for the assumption or continuation of some or all outstanding Awards or any portion thereof or (ii) for the grant of new awards in substitution therefor by the acquiror or survivor or an affiliate of the acquiror or survivor.

**(2) Cash-Out of Awards.** Subject to Section 7(a)(5) below the Administrator may (but, for the avoidance of doubt, need not) provide for payment (a "cash-out"), with respect to some or all Awards or any portion thereof, equal in the case of each affected Award or portion thereof to the excess, if any, of (A) the fair market value of one share of Stock (as determined by the Administrator in its reasonable discretion) times the number of shares of Stock subject to the Award or such portion, over (B) the aggregate exercise or purchase price, if any, under the Award or such portion (in the case of an SAR, the aggregate base value above which appreciation is measured), in each case on such payment terms (which need not be the same as the terms of payment to holders of Stock) and other terms, and subject to such conditions, as the Administrator determines; it being understood that if the exercise or purchase price (or base value) of an Award is equal to or greater than the fair market value of one share of Stock, the Award may be cancelled with no payment due hereunder.

**(3) Acceleration of Certain Awards.** Subject to Section 7(a)(5) below, the Administrator may (but, for the avoidance of doubt, need not) provide that any Award requiring exercise will become exercisable, in full or in part and/or that the delivery of any shares of Stock remaining deliverable under any outstanding Award of Stock Units (including Restricted Stock Units and Performance Awards to the extent consisting of Stock Units) will be accelerated in full or in part, in each case on a basis that gives the holder of the Award a reasonable opportunity, as determined by the Administrator, following exercise of the Award or the delivery of the shares, as the case may be, to participate as a stockholder in the Covered Transaction.

**(4) Termination of Awards Upon Consummation of Covered Transaction.** Except as the Administrator may otherwise determine in any case, each Award will automatically terminate (and in the case of outstanding shares of Restricted Stock, will automatically be forfeited) upon consummation of the Covered Transaction, other than Awards assumed pursuant to Section 7(a)(1) above.

**(5) Additional Limitations.** Any share of Stock and any cash or other property delivered pursuant to Section 7(a)(2) or Section 7(a)(3) above with respect to an Award may, in the discretion of the Administrator, contain such restrictions, if any, as the Administrator deems appropriate to reflect any performance or other vesting conditions to which the Award was subject and that did not lapse (and were not satisfied) in connection with the Covered Transaction. For purposes of the immediately preceding sentence, a cash-out under Section 7(a)(2) above or acceleration under Section 7(a)(3) above will not, in and of itself, be treated as the lapsing (or satisfaction) of a performance or other vesting condition. In the case of Restricted Stock that does not vest and is not forfeited in connection with the Covered Transaction, the Administrator may require that any amounts delivered, exchanged or otherwise paid in respect of such Stock in connection with the Covered Transaction be placed in escrow or otherwise made subject to such restrictions as the Administrator deems appropriate to carry out the intent of the Plan.

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**(b) Changes in and Distributions With Respect to Stock.**

**(1) Basic Adjustment Provisions.** In the event of a stock dividend, stock split or combination of shares (including a reverse stock split), recapitalization or other change in the Company's capital structure that constitutes an equity restructuring within the meaning of FASB ASC 718, the Administrator will make appropriate adjustments to the maximum number of shares of Stock that may be delivered under the Plan, to the maximum number of shares of Stock that may be delivered in satisfaction of ISOs under the Plan, and to the maximum share limits described in Section 4(c) and will also make appropriate adjustments to the number and kind of shares of stock or securities subject to Awards then outstanding or subsequently granted, any exercise or purchase prices (or base values) relating to Awards and any other provision of Awards affected by such change.

**(2) Certain Other Adjustments.** The Administrator may also make adjustments of the type described in Section 7(b)(1) above to take into account distributions to stockholders other than those provided for in Section 7(a) and 7(b)(1), or any other event, if the Administrator determines that adjustments are appropriate to avoid distortion in the operation of the Plan, having due regard for the qualification of ISOs under Section 422, the requirements of Section 409A, and for the performance-based compensation rules of Section 162(m) where applicable.

**(3) Continuing Application of Plan Terms.** References in the Plan to shares of Stock will be construed to include any stock or securities resulting from an adjustment pursuant to this Section 7.

**8. LEGAL CONDITIONS ON DELIVERY OF STOCK**

The Company will not be obligated to deliver any shares of Stock pursuant to the Plan or to remove any restriction from shares of Stock previously delivered under the Plan until: (i) the Company is satisfied that all legal matters in connection with the issuance and delivery of such shares have been addressed and resolved; (ii) if the outstanding Stock is at the time of delivery listed on any stock exchange or national market system, the shares to be delivered have been listed or authorized to be listed on such exchange or system upon official notice of issuance; and (iii) all conditions of the Award have been satisfied or waived. The Company may require, as a condition to exercise of the Award, such representations or agreements as counsel for the Company may consider appropriate to avoid violation of the Securities Act of 1933, as amended, or any applicable state or non-U.S. securities law. Any Stock required to be issued to Participants under the Plan will be evidenced in such manner as the Administrator may deem appropriate, including book-entry registration or delivery of stock certificates. In the event that the Administrator determines that Stock certificates will be issued to Participants under the Plan, the Administrator may require that certificates evidencing Stock issued under the Plan bear an appropriate legend reflecting any restriction on transfer applicable to such Stock, and the Company may hold the certificates pending lapse of the applicable restrictions.

**9. AMENDMENT AND TERMINATION**

The Administrator may at any time or times amend the Plan or any outstanding Award for any purpose which may at the time be permitted by law, and may at any time terminate the Plan as to any future grants of Awards; provided, that, except as otherwise expressly provided in the Plan, the Administrator may not, without the Participant's consent, alter the terms of an Award so as to affect materially and adversely the Participant's rights under the Award, unless the Administrator expressly reserved the right to do so at the time the Award was granted. Any amendments to the Plan will be conditioned upon stockholder approval only to the extent, if any, such approval is required by law (including the Code and applicable stock exchange requirements), as determined by the Administrator.

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## 10. OTHER COMPENSATION ARRANGEMENTS

The existence of the Plan or the grant of any Award will not in any way affect the Company's right to award a person bonuses or other compensation in addition to Awards under the Plan.

## 11. MISCELLANEOUS

**(a) Waiver of Jury Trial.** By accepting an Award under the Plan, each Participant waives any right to a trial by jury in any action, proceeding or counterclaim concerning any rights under the Plan and any Award, or under any amendment, waiver, consent, instrument, document or other agreement delivered or which in the future may be delivered in connection therewith, and agrees that any such action, proceedings or counterclaim will be tried before a court and not before a jury. By accepting an Award under the Plan, each Participant certifies that no officer, representative, or attorney of the Company has represented, expressly or otherwise, that the Company would not, in the event of any action, proceeding or counterclaim, seek to enforce the foregoing waivers. Notwithstanding anything to the contrary in the Plan, nothing herein is to be construed as limiting the ability of the Company and a Participant to agree to submit disputes arising under the terms of the Plan or any Award made hereunder to binding arbitration or as limiting the ability of the Company to require any eligible individual to agree to submit such disputes to binding arbitration as a condition of receiving an Award hereunder.

**(b) Limitation of Liability.** Notwithstanding anything to the contrary in the Plan, neither the Company, nor any Affiliate, nor the Administrator, nor any person acting on behalf of the Company, any Affiliate, or the Administrator, will be liable to any Participant or to the estate or beneficiary of any Participant or to any other holder of an Award by reason of any acceleration of income, or any additional tax (including any interest and penalties), asserted by reason of the failure of an Award to satisfy the requirements of Section 422 or Section 409A or by reason of Section 4999 of the Code, or otherwise asserted with respect to the Award.

## 12. MISCELLANEOUS ESTABLISHMENT OF SUB-PLANS

The Administrator may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable securities, or other regulatory or tax laws of various jurisdictions. The Administrator will establish such sub-plans by adopting supplements to the Plan setting forth (i) such limitations on the Administrator's discretion under the Plan as it deems necessary or desirable and (ii) such additional terms and conditions not otherwise inconsistent with the Plan as it deems necessary or desirable. All supplements so established will be deemed to be part of the Plan, but each supplement will apply only to Participants within the affected jurisdiction (as determined by the Administrator).

## 13. GOVERNING LAW

**(a) Certain Requirements of Corporate Law.** Awards will be granted and administered consistent with the requirements of applicable law of Ireland relating to the issuance of stock and the consideration to be received therefor, and with the applicable requirements of the stock exchanges or other trading systems on which the Stock is listed or entered for trading, in each case as determined by the Administrator.

**(b) Other Matters.** Except as otherwise provided by the express terms of an Award agreement, under a sub-plan described in Section 12 or as provided in Section 13(a) above, the provisions of the Plan and of Awards under the Plan and all claims or disputes arising out of or based upon the Plan or any Award under the Plan or relating to the subject matter hereof or thereof will be governed by and construed in accordance with the domestic substantive laws of the State of Pennsylvania without giving effect to any choice or

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conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

**(c) Jurisdiction.** By accepting an Award, each Participant will be deemed to (a) have submitted irrevocably and unconditionally to the jurisdiction of the federal and state courts located within the geographic boundaries of the United States District Court for the District of Pennsylvania for the purpose of any suit, action or other proceeding arising out of or based upon the Plan or any Award; (b) agree not to commence any suit, action or other proceeding arising out of or based upon the Plan or an Award, except in the federal and state courts located within the geographic boundaries of the United States District Court for the District of Pennsylvania; and (c) waive, and agree not to assert, by way of motion as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that the Plan or an Award or the subject matter thereof may not be enforced in or by such court.

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## EXHIBIT A

### Definition of Terms

The following terms, when used in the Plan, will have the meanings and be subject to the provisions set forth below:

**“Administrator”:** The Compensation Committee, except that the Compensation Committee may delegate (i) to one or more of its members (or one or more other members of the Board (including the full Board)) such of its duties, powers and responsibilities as it may determine; (ii) to one or more officers of the Company the power to grant Awards to the extent permitted by applicable law; and (iii) to such Employees or other persons as it determines such ministerial tasks as it deems appropriate. In the event of any delegation described in the preceding sentence, the term “Administrator” will include the person or persons so delegated to the extent of such delegation.

**“Affiliate”:** Any corporation or other entity that stands in a relationship to the Company that would result in the Company and such corporation or other entity being treated as one employer under Section 414(b) and Section 414(c) of the Code, *provided* that, for purposes of determining treatment as a single employer under Section 414(b) and Section 414(c) of the Code, “50%” shall replace “80%” in the applicable stock ownership requirements under such sections of the Code and the regulations thereunder.

**“Articles”:** The articles of association of the Company.

**“Award”:** Any or a combination of the following:

- (i) Stock Options.
- (ii) SARs.
- (iii) Restricted Stock.
- (iv) Unrestricted Stock.
- (v) Stock Units, including Restricted Stock Units.
- (vi) Performance Awards.
- (vii) Cash Awards.
- (viii) Awards (other than Awards described in (i) through (vii) above) that are convertible into or otherwise based on Stock.

**“Board”:** The Board of Directors of the Company.

**“Cash Award”:** An Award denominated in cash.

**“Cause”:** In the case of any Participant who is party to an employment or severance-benefit agreement that contains a definition of “Cause,” the definition set forth in such agreement will apply with respect to such Participant under the Plan for so long as such agreement is in effect. In the case of any other Participant,

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“Cause” will mean, as determined by the Administrator in its reasonable judgment, (i) a substantial failure of the Participant to perform the Participant’s duties and responsibilities to the Company or subsidiaries or substantial negligence in the performance of such duties and responsibilities; (ii) the commission by the Participant of a felony or a crime involving moral turpitude; (iii) the commission by the Participant of theft, fraud, embezzlement, material breach of trust or any material act of dishonesty involving the Company or any of its subsidiaries; (iv) a significant violation by the Participant of the code of conduct of the Company or its subsidiaries or of any material policy of the Company or its subsidiaries, or of any statutory or common law duty of loyalty to the Company or its subsidiaries; (v) material breach of any of the terms of the Plan or any Award made under the Plan, or of the terms of any other agreement between the Company or subsidiaries and the Participant; or (vi) other conduct by the Participant that could reasonably be expected to be harmful to the business, interests or reputation of the Company.

“Code”: The U.S. Internal Revenue Code of 1986 as from time to time amended and in effect, or any successor statute as from time to time in effect.

“Compensation Committee”: The Compensation Committee of the Board.

“Company”: Trinseo PLC, a company incorporated in Ireland or, where the context requires, with respect to periods prior to the Effective Time, Trinseo S.A.

“Covered Transaction”: Any of (i) a consolidation, merger, or similar transaction or series of related transactions, including a sale or other disposition of stock, in which the Company is not the surviving corporation or that results in the acquisition of all or substantially all of the Company’s then outstanding ordinary shares by a single person or entity or by a group of persons and/or entities acting in concert, (ii) a sale or transfer of all or substantially all the Company’s assets, or (iii) a dissolution or liquidation of the Company. Where a Covered Transaction involves a tender offer that is reasonably expected to be followed by a merger described in clause (i) (as determined by the Administrator), the Covered Transaction will be deemed to have occurred upon consummation of the tender offer.

“Date of Adoption”: The earlier of the dates (both prior to the Effective Time) that the Plan was approved by the Company’s shareholders or adopted by the Board, as determined by the Compensation Committee.

“Director”: A member of the Board.

“Employee”: Any person who is employed by the Company or an Affiliate.

“Employment”: A Participant’s employment or other service relationship with the Company and its Affiliates. Employment will be deemed to continue, unless the Administrator expressly provides otherwise, so long as the Participant is employed by, or otherwise is providing services in a capacity described in Section 5 to the Company or an Affiliate. If a Participant’s employment or other service relationship is with an Affiliate and that entity ceases to be an Affiliate, the Participant’s Employment will be deemed to have terminated when the entity ceases to be an Affiliate unless the Participant transfers Employment to the Company or its remaining Affiliates. Notwithstanding the foregoing and the definition of “Affiliate” above, in construing the provisions of any Award relating to the payment of “nonqualified deferred compensation” (subject to Section 409A) upon a termination or cessation of Employment, references to termination or cessation of employment, separation from service, retirement or similar or correlative terms will be construed to require a “separation from service” (as that term is defined in Section 1.409A-1(h) of the U.S.

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Treasury Regulations, after giving effect to the presumptions contained therein) from the Company and from all other corporations and trades or businesses, if any, that would be treated as a single “service recipient” with the Company under Section 1.409A-1(h)(3) of the U.S. Treasury Regulations. The Company may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A- 1(h) of the U.S. Treasury Regulations for purposes of determining whether a “separation from service” has occurred. Any such written election will be deemed a part of the Plan.

**“ISO”:** A Stock Option intended to be an “incentive stock option” within the meaning of Section 422. Each Stock Option granted pursuant to the Plan will be treated as providing by its terms that it is to be an NSO unless, as of the date of grant, it is expressly designated as an ISO.

**“NSO”:** A Stock Option that is not intended to be an “incentive stock option” within the meaning of Section 422.

**“Participant”:** A person who is granted an Award under the Plan.

**“Performance Award”:** An Award subject to Performance Criteria. The Administrator in its discretion may grant Performance Awards that are intended to qualify for the performance-based compensation exception under Section 162(m) and Performance Awards that are not intended so to qualify.

**“Performance Criteria”:** Specified criteria, other than the mere continuation of Employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Award. For purposes of Awards that are intended to qualify for the performance-based compensation exception under Section 162(m), a Performance Criterion will mean an objectively determinable measure or measures of performance relating to any or any combination of the following (measured either absolutely or by reference to an index or indices and determined either on a consolidated basis or, as the context permits, on a divisional, subsidiary, line of business, project or geographical basis or in combinations thereof): sales; revenues; assets; expenses; earnings before or after deduction for all or any portion of interest, taxes, depreciation, amortization or equity expense, whether or not on a continuing operations or an aggregate or per share basis; return on equity, investment, capital, capital employed or assets; one or more operating ratios; operating income or profit, including on an after-tax basis; net income; borrowing levels, leverage ratios or credit rating; market share; capital expenditures; cash flow; stock price; stockholder return; sales of particular products or services; customer acquisition or retention; acquisitions and divestitures (in whole or in part); joint ventures, strategic alliances, licenses or collaborations; spin-offs, split-ups and the like; reorganizations; recapitalizations, restructurings, financings (issuance of debt or equity) or refinancings; manufacturing or process development; or environmental health and/or safety metrics. A Performance Criterion and any targets with respect thereto determined by the Administrator need not be based upon an increase, a positive or improved result or avoidance of loss. To the extent consistent with the requirements for satisfying the performance-based compensation exception under Section 162(m), the Administrator may provide, by the deadline that otherwise applies to the establishment of the terms of any Award intended to qualify for such exception, that one or more of the Performance Criteria applicable to such Award will be adjusted in an objectively determinable manner to reflect events (for example, the impact of charges for restructurings, discontinued operations, mergers, acquisitions, extraordinary items, and other unusual or non- recurring items, and the cumulative effects of tax or accounting changes, each as defined by U.S. or international generally accepted accounting principles) occurring during the performance period that affect the applicable Performance Criterion or Criteria.

**“Permanent Disability”:** In the case of any Participant who is party to an employment or severance-benefit agreement that contains a definition of “Permanent Disability” (or similar term), the definition set forth in

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such agreement will apply with respect to such Participant under the Plan for so long as such agreement is in effect. In the case of any other Participant, “Permanent Disability” shall mean a disability that would entitle a Participant to long-term disability benefits under the Company’s long-term disability plan to which the Participant participates. Notwithstanding the foregoing, however, in the case of any Award that is subject to Section 409A and is payable upon a Participant’s Permanent Disability, the Participant shall be treated as having a Permanent Disability only if the Participant’s condition also satisfies the definition of “disability” in Treasury Regulation 1.409A-3(i)(4).

**“Restricted Stock”:** Stock subject to restrictions requiring that it be redelivered or offered for sale to the Company if specified conditions are not satisfied.

**“Restricted Stock Unit”:** A Stock Unit that is, or as to which the delivery of Stock or cash in lieu of Stock is, subject to the satisfaction of specified performance or other vesting conditions.

**“SAR”:** A right entitling the holder upon exercise to receive an amount (payable in cash or in shares of Stock or equivalent value) equal to the excess of the fair market value of the shares of Stock subject to the right over the base value from which appreciation under the SAR is to be measured.

**“Section 162(m)”:** Section 162(m) of the Code.

**“Section 409A”:** Section 409A of the Code.

**“Section 422”:** Section 422 of the Code.

**“Stock”:** Ordinary shares of the Company, nominal value \$0.01 per share and “stockholder” shall be interpreted accordingly where referring to holders of Stock in the Company.

**“Stock Option”:** An option entitling the holder to acquire shares of Stock upon payment of the exercise price.

**“Stock Unit”:** An unfunded and unsecured promise, denominated in shares of Stock, to deliver Stock or cash measured by the value of Stock in the future.

**“Tax-Related Items”** means (i) federal, state, and local taxes and taxes imposed by any jurisdiction (including but not limited to, income tax, social security or insurance contributions, payroll tax, fringe benefits tax, payment on account, employment tax obligations, stamp taxes, and any other taxes that may be due) required by law to be withheld and (ii) any employer tax liability shifted to a Participant.

**“Unrestricted Stock”:** Stock not subject to any restrictions under the terms of the Award.

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Name:	/\$ParticipantName\$/
Number of Restricted Stock Units subject to Award:	/\$AwardsGranted\$/
Date of Grant:	/\$GrantDate\$/

## Trinseo PLC

### AMENDED & RESTATED 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 PLC (the “Company”) to the undersigned (the “Grantee”) pursuant to the Trinseo PLC Amended and Restated 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

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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

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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), (A) the Grantee's Employment is terminated by the Company other than for Cause or, (B) if the Grantee is a current member of the Company's executive leadership team and is 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" (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 U.S. Securities Exchange Act of 1934, as amended (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

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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 Irish 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

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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 1934 Act, 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

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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 shares 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

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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.

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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 "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 Employer) that the Company and/or the 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 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). Moreover, if the Grantee relocates to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of the Agreement.

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.]*

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

TRINSEO PLC

By:



Name: Frank Bozich  
Title: President and Chief Executive Officer

Dated: /\$CurrentDate\$/

Acknowledged and Agreed: By:

/\$ParticipantName\$/

*Signature Page to Restricted Stock Unit Agreement*

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## 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 the Grantees that reside and/or work outside of the United States.

#### Notifications

This 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 **November 2021**. 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 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.

Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an exemption from any registration, qualification or other legal requirement applicable to the Stock, the Company shall not be required to deliver any shares issuable upon settlement of the Restricted Stock Unit prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other

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governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Grantee understands that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Grantee agrees that the Company shall have unilateral authority to amend the Agreement without the Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

Insider Trading/Market Abuse. The Grantee acknowledges that, depending on the Grantee's or his or her broker's country or where the shares of Stock are listed, the Grantee may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Restricted Stock Units) or rights linked to the value of shares of Stock (e.g., phantom awards, futures) during such times the Grantee is considered to have "inside information" regarding the Company as defined in the laws or regulations in the applicable jurisdictions). 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" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Grantee is responsible for complying with any restrictions and should speak to his or her personal advisor on this matter.

Exchange Control, Foreign Asset/Account and/or Tax Reporting. Depending upon the country to which laws the Grantee is subject, the Grantee may have certain foreign asset/account and/or tax reporting requirements that may affect the Grantee's ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends or dividend equivalents or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside the Grantee's country of residence. The Grantee's country may require that the Grantee reports such accounts, assets or transactions to the applicable authorities in his or her country. The Grantee also may be required to repatriate cash received from participating in the Plan to the Grantee's country within a certain period of time after receipt. The Grantee is responsible for knowledge of and compliance with any such regulations and should speak with his or her personal tax, legal and financial advisors regarding same.

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

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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 underlying Stock is unknown, undeterminable 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.
- The 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 Restricted Stock Unit and the Stock subject to the Restricted Stock Unit, and the income and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, 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 Restricted Stock Unit, and the income and value of same, are not granted as consideration for, or in connection with, any service the 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 the 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 the Grantee pursuant to the

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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.

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**EUROPEAN UNION (“EU”) / EUROPEAN ECONOMIC AREA (“EEA”) / SWITZERLAND / UNITED KINGDOM**

**Terms and Conditions**

Employee Data Privacy. If the Grantee resides and/or works in the EU/EEA, Switzerland or the United Kingdom, the following provisions replace Section 12 of the Agreement in its entirety:

The Company, with its address at 1000 Chesterbrook Boulevard, Suite 300, Berwyn, PA 19312, USA, is the controller responsible for the processing of the Grantee’s personal data by the Company and the third parties noted below, and 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.

(a) Data Collection and Usage. Pursuant to applicable data protection laws, the Grantee is hereby notified that the Company collects, processes and uses certain personally-identifiable information about the Grantee for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including the Grantee’s name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Restricted Stock Units, any other entitlement to shares of Stock awarded, canceled, exercised, vested, or outstanding in the Grantee’s favor, which the Company receives from the Grantee or the Grantee’s employer (“Personal Data”). In granting the Restricted Stock Units under the Plan, the Company will collect Personal Data for purposes of allocating shares of Stock and implementing, administering and managing the Plan. The Company’s legal basis for the collection, processing and use of Personal Data is the necessity of the processing for the Company to perform its contractual obligations under the Agreement and the Plan and the Company’s legitimate business interests of managing the Plan, administering employee equity awards and complying with its contractual and statutory obligations.

(b) Stock Plan Administration Service Provider. The Company transfers Personal Data to Merrill Lynch and its affiliates, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Personal Data with another company that serves in a similar manner. The Company’s service provider will open an account for the Grantee to receive and trade shares of Stock. The Grantee will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Grantee’s ability to participate in the Plan. The processing of Personal Data will take place through both electronic and non-electronic means. Personal Data will only be accessible by those individuals requiring access to it for purposes of implementing, administering and operating the Plan.

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(c) **International Data Transfers**. The Company and its service providers are based in the United States or elsewhere throughout the world. The Grantee's country or jurisdiction may have different data privacy laws and protections than the United States. The Company's legal basis for the transfer of the Grantee's Personal Data to the United States is to satisfy its contractual obligations under the terms and conditions of this Agreement.

(d) **Data Retention**. The Company will use Personal Data only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including tax and securities laws. When the Company no longer needs Personal Data, the Company will remove it from its systems. If the Company keeps Personal Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be for compliance with relevant laws or regulations.

(e) **Data Subject Rights**. The Grantee may have a number of rights under data privacy laws in the Grantee's country. For example, the Grantee's rights may include the right to (i) request access or copies of Personal Data the Company processes, (ii) request rectification of incorrect Personal Data, (iii) request deletion of Personal Data, (iv) place restrictions on processing of Personal Data, (v) lodge complaints with competent authorities in the Grantee's country, and/or (vi) request a list with the names and addresses of any potential recipients of Personal Data. To receive clarification regarding the Grantee's rights or to exercise the Grantee's rights, the Grantee may contact his or her local partner or human resources representative.

## **BELGIUM**

### **Notifications**

**Foreign Asset / Account Reporting 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. The form, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium ([www.nbb.be](http://www.nbb.be)) under the caption *Kredietcentrales / Centrales des crédits*.

**Stock Exchange Tax**. A stock exchange tax applies to transactions executed by a Belgian resident through a financial intermediary, such as a bank or broker. If the transaction is conducted through a Belgian financial intermediary, it may withhold the stock exchange tax, but if the transaction is conducted through a non-Belgian financial intermediary, the Belgian resident may need to report and pay the stock exchange tax directly. The stock exchange tax likely will apply when shares of Stock acquired under the Plan are sold. Belgian residents should consult with a personal tax or financial advisor for additional details on their

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obligations with respect to the stock exchange tax.

Annual Securities Account Tax Information. An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. *The Grantee should consult with his or her personal tax advisor regarding the application of this tax.*

## FRANCE

### Terms and Conditions

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.*

### Notifications

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. 225-197-5 and Sections L. 22-10-59 and L. 22-10-60 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 is a French resident and 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.

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## HONG KONG

### Terms and Conditions

**Settlement of Restricted Stock Units.** In the event that any of the Restricted Stock Units are settled within six (6) 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 of Stock prior to the six (6)-month anniversary of the Grant Date.

**Wages.** The Restricted Stock Unit Award and shares of Stock 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.

### Notifications

**Securities Law Information.** *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.*

## 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

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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. Foreign exchange activity is subject to certain reporting requirements. For foreign currency transactions exceeding USD 25,000, the underlying document of that transaction will have to be submitted to the relevant local bank. If the Grantee repatriates funds (e.g., 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 the Bank of Indonesia.

For transactions of USD 10,000 or more (or its equivalent in other currency), 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 to the bank in order to complete the transaction.

Foreign Account / Assets Reporting Information. Indonesian residents have the obligation to report their worldwide assets (including foreign accounts and Stock acquired under the Plan) in their annual individual income tax return. In addition, if there is a change of position of any of the foreign asset the Grantee holds (including Stock acquired under the Plan), the Grantee must report this change in position (i.e., sale of Stock) to the Bank of Indonesia no later than the 15th day of the month following the change in position.

## **IRELAND**

### **Notifications**

Director Notification Obligation. Directors, shadow directors and secretaries of an Irish Subsidiary or other affiliate of the Company whose interest in the Company represents more than 1% of the Company's voting share capital must notify the Irish Subsidiary or other affiliate of the Company in writing when acquiring or disposing of their interest in the Company (e.g., Restricted Stock Units, Stock, etc.), when becoming aware of the event giving rise to the notification requirement, or when becoming a director or secretary if such an interest exist at the time. This notification requirement also applies to any rights or shares acquired by the director's spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

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## ITALY

### Terms and Conditions

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”); Appendix (“English Language”; “Additional Acknowledgements”).

### Notifications

Foreign Asset / Account Reporting Information. The Grantee understands that if the Grantee is an Italian resident and at any time during the fiscal year the Grantee holds foreign financial assets (including cash and Stock) which may generate income taxable in Italy, the Grantee is required to report these assets on the Grantee’s annual tax return (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets, even if the Grantee does not directly hold investments abroad or foreign assets.

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.

## MEXICO

### Terms and Conditions

Plan Document Acknowledgement. By accepting the Restricted Stock Units, the Grantee acknowledges that he or she has received a copy of the Plan and the Agreement, including this Appendix, which the Grantee has reviewed. The Grantee acknowledges further that he or she accepts all the provisions of the Plan and the Agreement, including this Appendix. The Grantee also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in “Additional Acknowledgements” in this Appendix, which clearly provides as follows:

- (1) The Grantee’s participation in the Plan does not constitute an acquired right;
- (2) The Plan and the Grantee’s participation in it are offered by the Company on a wholly discretionary basis;

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- (3) The Grantee's participation in the Plan is voluntary; and
- (4) Neither the Company nor any Affiliates are responsible for any decrease in the value of the Award granted and/or Stock issued under the Plan.

**Labor Law Policy and Acknowledgment**

By accepting the Restricted Stock Units, the Grantee expressly recognizes that the Company, with registered offices at Riverside One, Sir John Rogerson's Quay, Dublin 2, Dublin, Ireland *D02 X576*, is solely responsible for the administration of the Plan and that the Grantee's participation in the Plan and acquisition of Stock do not constitute an employment relationship between the Grantee and the Company since the Grantee is participating in the Plan on a wholly commercial basis and his or her sole employer is Trinseo de Mexico, S. de R.L. de C.V., Trinseo Services de Mexico, S. de R.L. de C.V., or Altuglas Mexico S.A. de C.V. (together, "Trinseo Mexico"). Based on the foregoing, the Grantee expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Grantee and the employer, Trinseo Mexico, and do not form part of the employment conditions and/or benefits provided by Trinseo Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Grantee's employment.

The Grantee further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue the Grantee's participation at any time without any liability to the Grantee.

Finally, the Grantee hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Grantee therefore grants a full and broad release to the Company, and its subsidiaries, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

**Spanish Translation**

**Reconocimiento del Documento del Plan**

*Al aceptar las Unidades de Acciones Restringidas, el Beneficiario reconoce que ha recibido una copia del Plan y el Acuerdo, con inclusión de este Anexo, que el Beneficiario ha revisado. El Beneficiario reconoce, además, que acepta todas las disposiciones del Plan y en el Acuerdo, incluyendo este Anexo. El Beneficiario también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección "Reconocimientos Adicionales" de este Anexo, que claramente dispone lo siguiente:*

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- (1) *La participación del Beneficiario en el Plan no constituye un derecho adquirido;*
- (2) *El Plan y la participación del Beneficiario en el Plan se ofrecen por la Compañía en su discrecionalidad total;*
- (3) *Que la participación del Beneficiario en el Plan es voluntaria; y*
- (4) *Ni la Compañía ni sus Afiliadas son responsables por la reducción del valor del Premio y/o Acciones Ordinarias emitidas bajo el Plan.*

#### Política Laboral y Reconocimiento

*Al aceptar las Unidades de Acciones Restringidas, el Beneficiario expresamente reconoce que la Compañía, con sus oficinas registradas y ubicadas en Riverside One, Sir John Rogerson's Quay, Dublin 2, Dublin, Ireland D02 X576, es la única responsable por la administración del Plan y que la participación del Beneficiario en el Plan y en su caso la adquisición de Acciones no constituyen una relación de trabajo entre el Beneficiario y la Compañía, ya que el Beneficiario participa en el Plan en un marco totalmente comercial y su único patrón es Trinseo de Mexico, S. de R.L. de C.V., Trinseo Services de Mexico, S. de R.L. de C.V., o Altuglas Mexico S.A. de C.V. (juntos, “Trinseo Mexico”). Derivado de lo anterior, el Beneficiario expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Beneficiario y el patrón, Trinseo Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Trinseo Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o desmejora de los términos y condiciones de la relación de trabajo del Beneficiario.*

*Asimismo, el Beneficiario reconoce que su participación en el Plan se ha resultado de una decisión unilateral y discrecional de la Compañía; por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o terminar la participación del Beneficiario en cualquier momento y sin responsabilidad alguna frente el Beneficiario.*

*Finalmente, el Beneficiario por este medio declara que no se reserva ninguna derecho o acción en contra de la Compañía por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Beneficiario otorga el más amplio finiquito que en derecho proceda a la Compañía, y sus filiales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales en relación con cualquier demanda que pudiera surgir.*

#### **Notifications**

##### Securities Law Notification

The Restricted Stock Units granted, and any Stock acquired, under the Plan have not been registered with the National Register of Securities maintained by the Mexican National

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Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Restricted Stock Units may not be publicly distributed in Mexico. These materials are addressed to the Grantee because of the Grantee's existing relationship with the Company and any Affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Trinseo Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

## NETHERLANDS

### Terms and Conditions

Waiver of Termination Rights. In consideration of the grant of the Restricted Stock Units, the Grantee agrees that he or she waives any and all rights to compensation or damages as a result of any termination of employment for any reason whatsoever, insofar as those rights result or may result from (a) the loss or diminution in value of such rights or entitlements under the Plan, or (b) the Grantee ceases to have rights under, or ceasing to be entitled to any awards under the Plan as a result of such termination.

## SINGAPORE

### Terms and Conditions

Restriction on Sale of Shares of Stock. To the extent the Restricted Stock Units vest within six (6) months of the Grant Date, the Grantee may not dispose of the Stock issued upon settlement of the Restricted Stock Units, or otherwise offer the Stock to the public, prior to the six (6)-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA") and in accordance with any other applicable provision of the SFA.

### Notifications

Securities Law Information. The Restricted Stock Units are being granted pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the 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.

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**Director Notification.** If the Grantee is 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 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 Stock). If the Grantee is the chief executive officer (“CEO”) of a Singapore subsidiary and the above notification requirements are determined to apply to CEO of a Singapore subsidiary, the above notification requirements also may apply to the Grantee.

## 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 over and above the specific terms of the Plan. 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.

Further, the Grantee understands and agrees that, unless otherwise expressly provided for by the Company or set forth in the Agreement, the Restricted Stock Units will be cancelled without entitlement to any Stock if the Grantee ceases to be an eligible participant for any reason, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to a “*despido improcedente*”), material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the Workers’ Statute, Article 50 of the Workers’ Statute, or under Article 10.3 of Royal Decree 1382/1985. The Company, in its sole discretion, shall determine the date when the Grantee’s status as an eligible participant has terminated for purposes of the Restricted Stock Units.

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.

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## **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. In the event that the Grantee is a Spanish resident and acquires Stock under the Plan, he or she must declare such acquisition 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. If the Grantee acquires Stock through the use of a Spanish financial institution, the institution will automatically make the declaration with the DGCI for the Grantee. The Grantee must also declare ownership or sale of any Stock by filing a Form D-6 with the Directorate of Foreign Transactions each January while the Stock is owned. However, if the value of the Stock acquired or sold during the year exceeds the applicable threshold (currently €1,502,530), the filing is due within one month after the acquisition or sale, as applicable.

Spanish residents are required to electronically declare to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the securities (including Stock acquired at vesting of the Restricted Stock Units) held in such accounts, and any transactions carried out with non-residents, if the value of the transactions for all such accounts during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceeds €1,000,000.

Foreign Asset / Account Reporting Information. Spanish residents holding rights or assets (e.g., Stock, cash, etc.) in a bank or brokerage account outside of Spain with a value in excess of €50,000 per type of right or asset as of December 31 each year are required to report information on such rights and assets on his or her tax return for such year. Stock acquired under the Plan constitute securities for purposes of this requirement, but unvested rights (e.g., Restricted Stock Units) are not considered assets or rights for purposes of this requirement. After such shares or accounts are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously reported shares or accounts increases by more than €20,000 as of each subsequent December 31, or if the Grantee sells Stock or cancels bank accounts that were previously reported.

## **SWITZERLAND**

### **Notifications**

Securities Law Information. Neither this document nor any other materials relating to the grant of Restricted Stock Units (i) constitutes a prospectus according to articles 35 *et seq.* of the Swiss Federal Act on Financial Services (“FinSA”) (ii) may be publicly distributed nor

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otherwise made publicly available in Switzerland to any person other than an employee of the Company or (iii) have been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority (FINMA).

## TAIWAN

### Notifications

**Securities Law Information.** The offer of participation in the Plan is available only for employees of the Company and its Affiliates and is not a public offer of securities by a Taiwanese company.

**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), which is located outside Turkey, under the ticker symbol “TSE” and the Stock may be sold through this exchange.

In certain circumstances, you are permitted to acquire and sell securities on a non-Turkish stock exchange only through a financial intermediary licensed in Turkey. Therefore, the Grantee may be required to appoint a Turkish broker to assist with the sale of Stock acquired under the Plan. *The Grantee should consult his or her personal legal advisor before selling any Stock acquired under the Plan to confirm the applicability of this requirement.*

## 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

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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 terms of the immediately foregoing provision may not apply to the Grantee if the indemnification is viewed as a loan. In this case, if the amount of any income tax due is not collected from or paid by the Grantee within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute an additional 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.

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<b>Name:</b>	/\$ParticipantName\$
<b>Number of Shares of Stock subject to Stock Option:</b>	/\$AwardsGranted\$/
<b>Exercise Price Per Share:</b>	/\$GrantPrice\$/
<b>Date of Grant:</b>	/\$GrantDate\$/

**TRINSEO PLC**  
**AMENDED & RESTATED 2014 OMNIBUS INCENTIVE PLAN**  
NON-STATUTORY STOCK OPTION AGREEMENT

This agreement (this “Agreement”) evidences an award (the “Award”) of a stock option (the “Stock Option”) granted by Trinseo PLC (the “Company”) to the undersigned (the “Optionee”) pursuant to and subject to the terms of the Trinseo PLC Amended and Restated 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”) a 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)

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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 Irish 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

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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

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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), (A) the Optionee's Employment is terminated by the Company other than for Cause or, (B) if the Optionee is a current member of the Company's executive leadership team and is 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

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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 U.S. Securities Exchange Act of 1934, as amended (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

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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 Shares 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:

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(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 Shares 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 Shares 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 1934 Act, then the Company will withhold in Shares 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 Shares, for tax purposes, the Optionee is deemed to have been transferred the full number of Shares 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 Shares or the proceeds of the sale of Shares 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 Shares 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 Shares 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

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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 Shares held and the details of all Stock Options or any other entitlement to Shares 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

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may contact his or her local human resources representative.

Finally, upon request of the Company or the Optionee's employer (the "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 Employer) that the Company and/or the 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 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 Shares 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). Moreover, if the Optionee relocates to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to the Optionee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of the Agreement.

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]*

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

TRINSEO PLC

By:



Name: Frank Bozich  
Title: President and Chief Executive Officer

Dated: /\$CurrentDate\$/

Acknowledged and Agreed: By:

/\$ParticipantName\$/

*Signature Page to Non-Statutory Stock Option Agreement*

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**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.

**Notifications**

This 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 **November 2021**. 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 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 Shares are transferred upon exercise of the Stock Option, or the Optionee sells any Shares 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.

Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement,

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unless there is an exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any shares issuable upon exercise of the Stock Option prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Optionee understands that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Optionee agrees that the Company shall have unilateral authority to amend the Agreement without the Optionee’s consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

Insider Trading/Market Abuse. The Optionee acknowledges that, depending on the Optionee’s or his or her broker’s country or where the Shares are listed, the Optionee may be subject to insider trading restrictions and/or market abuse laws which may affect the Optionee’s ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Stock Options) or rights linked to the value of Shares (e.g., phantom awards, futures) during such times the Optionee is considered to have “inside information” regarding the Company as defined in the laws or regulations in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation 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” basis) and (ii) “tipping” third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Optionee is responsible for complying with any restrictions and should speak to his or her personal advisor on this matter.

Exchange Control, Foreign Asset/Account and/or Tax Reporting. Depending upon the country to which laws the Optionee is subject, the Optionee may have certain foreign asset/account and/or tax reporting requirements that may affect the Optionee’s ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends or dividend equivalents or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Optionee’s country of residence. The Optionee’s country may require that the Optionee reports such accounts, assets or transactions to the applicable authorities in his or her country. The Optionee also may be required to repatriate cash received from participating in the Plan to the Optionee’s country within a certain period of time after receipt. The Optionee is responsible for knowledge of and compliance with any such regulations and should speak with his or her personal tax, legal and financial advisors regarding same.

Commercial Relationship. The Optionee expressly recognizes that the Optionee’s

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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 underlying Share is unknown, undeterminable and cannot be predicted with certainty.
- If the underlying Share does not increase in value after the Date of Grant, the Stock Option will have no value.
- If the Optionee exercises the Stock Option and acquire Shares, the value of such Shares may increase or decrease in value, even below the exercise price.
- The Award and the Shares 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.
- The Optionee's participation in the Plan is voluntary.
- No claim or entitlement to compensation or damages arises from the forfeiture of

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the Award on the Stock Option, the termination of the Plan, or the diminution in value of the Stock Option or Shares, and the Optionee irrevocably releases the Company, its Affiliates, the Administrator and their affiliates from any such claim that may arise.

- The Stock Option and the Share subject to the Stock Option, and the income and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.
- Unless otherwise agreed with the Company in writing, the Award and the Shares subject to the Stock Option, and the income and value of same, are not granted as consideration for, or in connection with, any service the 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 the Optionee's local currency and the U.S. Dollar that may affect the value of the Stock Option or Shares or of any amounts due to the Optionee pursuant to the settlement of the Stock Option or the subsequent sale of Shares 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 Shares 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.

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**EUROPEAN UNION (“EU”) / EUROPEAN ECONOMIC AREA (“EEA”) / SWITZERLAND / UNITED KINGDOM**

**Terms and Conditions**

Employee Data Privacy. If the Optionee resides and/or works in the EU/EEA, Switzerland or the United Kingdom, the following provisions replace Section 10 of the Agreement in its entirety:

The Company, with its address at 1000 Chesterbrook Boulevard, Suite 300, Berwyn, PA 19312, USA, is the controller responsible for the processing of the Optionee’s personal data by the Company and the third parties noted below, and 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.

(a) Data Collection and Usage. Pursuant to applicable data protection laws, the Optionee is hereby notified that the Company collects, processes and uses certain personally-identifiable information about the Optionee for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including the Optionee’s name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Stock Options, any other entitlement to Shares awarded, canceled, exercised, vested, or outstanding in the Optionee’s favor, which the Company receives from the Optionee or the Optionee’s employer (“Personal Data”). In granting the Stock Options under the Plan, the Company will collect Personal Data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company’s legal basis for the collection, processing and use of Personal Data is the necessity of the processing for the Company to perform its contractual obligations under the Agreement and the Plan and the Company’s legitimate business interests of managing the Plan, administering employee equity awards and complying with its contractual and statutory obligations.

(b) Stock Plan Administration Service Provider. The Company transfers Personal Data to Merrill Lynch and its affiliates, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Personal Data with another company that serves in a similar manner. The Company’s service provider will open an account for the Optionee to receive and trade Shares. The Optionee will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Optionee’s ability to participate in the Plan. The processing of Personal Data will take place through both electronic and non-electronic means. Personal Data will only be accessible by those individuals requiring access to it for purposes of implementing, administering and operating the Plan.

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(c) **International Data Transfers.** The Company and its service providers are based in the United States or elsewhere throughout the world. The Optionee's country or jurisdiction may have different data privacy laws and protections than the United States. The Company's legal basis for the transfer of the Optionee's Personal Data to the United States is to satisfy its contractual obligations under the terms and conditions of this Agreement.

(d) **Data Retention.** The Company will use Personal Data only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan or as required to comply with legal or regulatory obligations, including tax and securities laws. When the Company no longer needs Personal Data, the Company will remove it from its systems. If the Company keeps Personal Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be for compliance with relevant laws or regulations.

(e) **Data Subject Rights.** The Optionee may have a number of rights under data privacy laws in the Optionee's country. For example, the Optionee's rights may include the right to (i) request access or copies of Personal Data the Company processes, (ii) request rectification of incorrect Personal Data, (iii) request deletion of Personal Data, (iv) place restrictions on processing of Personal Data, (v) lodge complaints with competent authorities in the Optionee's country, and/or (vi) request a list with the names and addresses of any potential recipients of Personal Data. To receive clarification regarding the Optionee's rights or to exercise the Optionee's rights, the Optionee may contact his or her local partner or human resources representative.

## **BELGIUM**

### **Terms and Conditions**

**Timing of Acceptance.** The Optionee agrees that he or she will not accept the Option until a date that is on or after the 61st day on which it is offered to the Optionee. The date of offer is the date on which the Company communicates the material terms (*i.e.*, the exercise price and number of Shares subject to the Stock Option) to the Optionee. Any acceptance inadvertently given by the Optionee before the 61st day following the offer date shall be considered effective as of the 61st day following the offer date.

### **Notifications**

**Foreign Asset / Account Reporting 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., Shares) 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)

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must be provided to the Central Contact Point of the National Bank of Belgium. The form, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium ([www.nbb.be](http://www.nbb.be)) under the caption *Kredietcentrales / Centrales des crédits*.

**Stock Exchange Tax.** A stock exchange tax applies to transactions executed by a Belgian resident through a financial intermediary, such as a bank or broker. If the transaction is conducted through a Belgian financial intermediary, it may withhold the stock exchange tax, but if the transaction is conducted through a non-Belgian financial intermediary, the Belgian resident may need to report and pay the stock exchange tax directly. The stock exchange tax likely will apply when Shares acquired under the Plan are sold. Belgian residents should consult with a personal tax or financial advisor for additional details on their obligations with respect to the stock exchange tax.

**Annual Securities Account Tax Information.** An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., Shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. *The Optionee should consult with his or her personal tax advisor regarding the application of this tax.*

## FRANCE

### Terms and Conditions

**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.*

### Notifications

**Award Not French Qualified.** The Optionee understands and acknowledges that the Stock Option granted under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-177 to L. 225-186-1 and Sections L. 22-10-56 to L. 22-10-58 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 is a French resident and 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.

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## 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 Shares 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

Exercise of Stock Option. In the event that the Stock Option is settled within six (6) 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 (6)-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.

### Notifications

Securities Law Information. **Warning:** *The Stock Option and any Shares 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.*

## IRELAND

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## Notifications

Director Notification Obligation. Directors, shadow directors and secretaries of an Irish Subsidiary or other affiliate of the Company whose interest in the Company represents more than 1% of the Company's voting share capital must notify the Irish Subsidiary or other affiliate of the Company in writing when acquiring or disposing of their interest in the Company (e.g., Stock Options, Shares, etc.), when becoming aware of the event giving rise to the notification requirement, or when becoming a director or secretary if such an interest exist at the time. This notification requirement also applies to any rights or shares acquired by the director's spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

## ITALY

### Terms and Conditions

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").

## Notifications

Foreign Asset / Account Reporting Information. The Optionee understands that if the Optionee is an Italian resident and at any time during the fiscal year the Optionee holds foreign financial assets (including cash and Shares) which may generate income taxable in Italy, the Optionee is required to report these assets on the Optionee's annual tax return (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets, even if the Optionee does not directly hold investments abroad or foreign assets.

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 Shares) on December 31 or on the last day the Shares 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.

## MEXICO

### Terms and Conditions

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### Plan Document Acknowledgement

By accepting the Stock Option, the Optionee acknowledges that he or she has received a copy of the Plan and the Agreement, including this Appendix, which the Optionee has reviewed. The Optionee acknowledges further that he or she accepts all the provisions of the Plan and the Agreement, including this Appendix. The Optionee also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in “Additional Acknowledgements” in this Appendix, which clearly provides as follows:

- (1) The Optionee’s participation in the Plan does not constitute an acquired right;
- (2) The Plan and the Optionee’s participation in it are offered by the Company on a wholly discretionary basis;
- (3) The Optionee’s participation in the Plan is voluntary; and
- (4) [Neither the Company nor any Affiliate is responsible for any decrease in the value of the Stock Option and/or Stock acquired under the Plan.](#)

### Labor Law Policy and Acknowledgment

By accepting the Options, the Optionee expressly recognizes that the Company, with registered offices at Riverside One, Sir John Rogerson’s Quay, Dublin 2, Dublin, Ireland *D02 X576*, is solely responsible for the administration of the Plan and that the Optionee’s participation in the Plan and acquisition of Stock do not constitute an employment relationship between the Optionee and the Company since the Optionee is participating in the Plan on a wholly commercial basis and his or her sole employer is Trinseo de Mexico, S. de R.L. de C.V., Trinseo Services de Mexico, S. de R.L. de C.V., or Altuglas Mexico S.A. de C.V. (together, “Trinseo Mexico”). Based on the foregoing, the Optionee expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Optionee and the employer, Trinseo Mexico, and do not form part of the employment conditions and/or benefits provided by Trinseo Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Optionee’s employment.

The Optionee further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue the Optionee’s participation at any time without any liability to the Optionee.

Finally, the Optionee hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Optionee therefore grants a full and broad release to the Company, and its subsidiaries, branches,

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representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

Spanish Translation

Reconocimiento del Documento del Plan

*Al aceptar las Opción Sobre Acciones (Opción), el Beneficiario reconoce que ha recibido una copia del Plan y el Acuerdo, con inclusión de este Anexo, que el Beneficiario ha revisado. El Beneficiario reconoce, además, que acepta todas las disposiciones del Plan y en el Acuerdo, incluyendo este Anexo. El Beneficiario también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección “Reconocimientos Adicionales” de este Anexo, que claramente dispone lo siguiente:*

- (1) La participación del Beneficiario en el Plan no constituye un derecho adquirido;*
- (2) El Plan y la participación del Beneficiario en el Plan se ofrecen por la Compañía en su discrecionalidad total;*
- (3) Que la participación del Beneficiario en el Plan es voluntaria; y*
- (4) Ni la Compañía ni sus Afiliadas son responsables por la reducción del valor de la Opción de Compra de Acciones emitida bajo el Plan.*

Política Laboral y Reconocimiento

*Al aceptar las Options, el Beneficiario expresamente reconoce que la Compañía, con sus oficinas registradas y ubicadas en Riverside One, Sir John Rogerson's Quay, Dublin 2, Dublin, Ireland D02 X576, es la única responsable por la administración del Plan y que la participación del Beneficiario en el Plan y en su caso la adquisición de Acciones no constituyen una relación de trabajo entre el Beneficiario y la Compañía, ya que el Beneficiario participa en el Plan en un marco totalmente comercial y su único patrón es Trinseo de Mexico, S. de R.L. de C.V., Trinseo Services de Mexico, S. de R.L. de C.V., o Altuglas Mexico S.A. de C.V. (juntos, “Trinseo Mexico”). Derivado de lo anterior, el Beneficiario expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Beneficiario y el patrón, Trinseo Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Trinseo Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o desmejora de los términos y condiciones de la relación de trabajo del Beneficiario.*

*Asimismo, el Beneficiario reconoce que su participación en el Plan se ha resultado de una decisión unilateral y discrecional de la Compañía; por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o terminar la participación del Beneficiario en cualquier momento y sin responsabilidad alguna frente el Beneficiario.*

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*Finalmente, el Beneficiario por este medio declara que no se reserva ninguna derecho o acción en contra de la Compañía por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Beneficiario otorga el más amplio finiquito que en derecho proceda a la Compañía, y sus filiales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales en relación con cualquier demanda que pudiera surgir.*

### **Notifications**

#### Securities Law Notification.

The Options granted, and any Stock acquired, under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Options may not be publicly distributed in Mexico. These materials are addressed to the Optionee because of the Optionee's existing relationship with the Company and any Affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Trinseo Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

### **NETHERLANDS**

#### **Terms and Conditions**

Waiver of Termination Rights. In consideration of the grant of the Stock Option, the Optionee agrees that he or she waives any and all rights to compensation or damages as a result of any termination of employment for any reason whatsoever, insofar as those rights result or may result from (a) the loss or diminution in value of such rights or entitlements under the Plan, or (b) the Optionee ceases to have rights under, or ceasing to be entitled to any awards under the Plan as a result of such termination.

### **SWITZERLAND**

#### **Notifications**

Securities Law Information. Neither this document nor any other materials relating to the grant of Stock Options (i) constitutes a prospectus according to articles 35 *et seq.* of the Swiss Federal Act on Financial Services (“FinSA”) (ii) may be publicly distributed nor otherwise made publicly available in Switzerland to any person other than an employee of the Company or (iii) have been or will be filed with, approved or supervised by any Swiss

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reviewing body according to article 51 of FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory 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 terms of the immediately foregoing provision may not apply to the Optionee if the indemnification is viewed as a loan. In this case, if the amount of any income tax due is not collected from or paid by the Optionee within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute an additional 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.

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Name:	/\$ParticipantName\$/
<b>Target Number of PSUs subject to Vesting and Performance Conditions:</b>	/\$AwardsGranted\$/
Date of Grant:	/\$GrantDate\$/

**TRINSEO S.A.**  
**AMENDED & RESTATED 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. Amended & Restated 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.

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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. The number of PSUs that will vest will be equal to the number of Banked Units earned pursuant to Schedule A as of the Service Vesting 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 Service Vesting Date, the Award will be automatically and immediately forfeited upon such termination. See Schedule 1 for an example of vesting of Banked Units.

(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 total number Banked Units to which the Grantee would be entitled based upon actual performance during each Performance Period as described 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 total number of Eligible Units to which the Grantee would be entitled based upon Target performance during each Performance 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 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

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Award, to the extent then outstanding, and regardless of whether the award is to be settled in shares of another entity, will result in truncated Performance Periods used to measure the performance criteria (to the extent measurable). The Performance Periods 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 Performance Periods, though the amount determined for performance will at least equal the “Target” performance level for the truncated Performance Periods as set forth in the table in Schedule A.

For purposes of this Agreement, “Change in Control” means the first to occur of any of the following events:

- i. 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;
- ii. 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
- iii. 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

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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. **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.

7. **Nontransferability.** Neither the Award nor the PSUs 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 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

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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 shares 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.

**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

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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 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.

11. 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.

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 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

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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 "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 Employer) that the Company and/or the 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 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 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). Moreover, if the Grantee relocates to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of the Agreement.

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.

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*[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: Frank Bozich

Title: President and Chief Executive Officer

Dated: /\$CurrentDate\$/

Acknowledged and Agreed:

By: /\$ParticipantName\$/

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## 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, if the Grantee satisfies the applicable service requirements, the Committee shall calculate the number of Banked Units earned during each Performance Period by (x) multiplying the Grantee's Target Number of PSUs by the applicable percentage set forth in each of section (a)-(d) below for each Performance Period (the "Eligible Units"), and (y) multiplying the number of Eligible Units by the applicable percentage determined as set forth below based on the Company's Relative Total Stockholder Return results for the specified Performance 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.

For purposes of this Agreement, the term "Banked Unit" means a PSU that has been tentatively credited for the Grantee's benefit based on the Grantee's service through a specified date and the satisfaction of applicable performance conditions as provided below, provided however, that a Banked Unit will not represent a vested PSU except to the extent provided in Section 4. Shares associated with vested PSUs shall only become deliverable, in accordance with Section 5.

For purposes of this Agreement, the term "Performance Period" shall mean the following periods, and Banked Units shall be calculated as follows:

- (a) Calendar Year 2021. Subject to the Grantee's continued Employment by the Company or any of its Affiliates through December 31, 2021, 15% of the Target Number of PSUs shall become Banked Units, subject to adjustment based upon the Company's Total Stockholder Return (as defined below) relative to the Total Stockholder Return of the Comparator Group (as defined below) from January 1, 2021 until December 31, 2021 in accordance with the Relative Total Stockholder Return Table in Schedule A.
- (b) Calendar Year 2022. Subject to the Grantee's continued Employment by the Company or any of its Affiliates through December 31, 2022, 15% of the Target Number of PSUs shall become Banked Units, subject to adjustment based upon the Company's Total Stockholder Return (as defined below) relative to the Total Stockholder Return of the Comparator Group (as defined below) from January 1, 2022 until December 31, 2022 in accordance with the Relative Total Stockholder Return Table in Schedule A.
- (c) Calendar Year 2023. Subject to the Grantee's continued Employment by the Company or any of its Affiliates through December 31, 2023, 15% of the Target Number of PSUs shall become Banked Units, subject to adjustment based upon the Company's Total Stockholder Return (as defined below) relative to the Total Stockholder Return of the Comparator Group (as defined below) from January 1, 2023 until December 31, 2023 in accordance with the Relative Total Stockholder Return Table in Schedule A.
- (d) Cumulative Period 2021–2023. Subject to the Grantee's continued Employment by the Company or any of its Affiliates through December 31, 2023, 55% of the Target Number of PSUs shall become Banked Units, subject to adjustment based upon the Company's

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Total Stockholder Return (as defined below) relative to the Total Stockholder Return of the Comparator Group (as defined below) from January 1, 2021 until December 31, 2023 in accordance with the Relative Total Stockholder Return Table.

The following table shall apply for calculating this Award:

**Relative Total Stockholder Return Over Each Performance Period**

Performance Level	Payout Level (% of Target)	Relative TSR Ranking
Maximum*	200%	75 <sup>th</sup> percentile
Target	100%	50 <sup>th</sup> percentile
Threshold	50%	25 <sup>th</sup> percentile

The maximum percentage by which the Grantee's Target Number of PSUs is multiplied cannot exceed 200% and no PSUs shall become Banked Units 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 Eligible Units for such period. Notwithstanding the above: (I) in the event that the Company's Total Stockholder Return during any Performance Period is negative, the number of vested PSUs due to the Grantee cannot exceed 100% of the Grantee's Eligible Units for such period, and (II) the fair market value of the total number of shares of Stock due to be delivered to the Grantee following the vesting of all Banked Units pursuant to Section 4 of the Agreement (determined on the certification date of the Award) shall not exceed 300% of the total fair market value of the shares of Stock attributable to the Eligible Units (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 Eligible Units 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 each Performance Period. The "Comparator Group" shall consist of all Chemical and Basic Materials companies in the S&P 600 Small Cap Index at the start of each Performance Period. Companies in the Comparator Group that are acquired during a Performance Period or are no longer publicly traded at the end of each Performance Period will be removed from the Comparator Group for such Performance Period. Any company in the Comparator Group which declares bankruptcy, is liquidated or is otherwise delisted during the relevant Performance Period shall remain in the Comparator Group and such company's performance shall be considered to have been at the bottom of the Comparator Group. The Comparator Group companies for the initial Performance Period 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

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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 each relevant Performance Period of an investment of \$1,000 in shares of Stock on the first day of each such Performance Period, assuming reinvestment of all dividends paid during each such Performance 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 each relevant Performance 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 each Performance Period, assuming reinvestment of all dividends paid during each Performance 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.

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### Example of Banked Vesting over Performance Period

I. Grantee's Employment continues through the Service Vesting Date

*A. Company achieves at least Threshold Relative Shareholder Return for all Performance Periods*

Hire Date: 1-Jan-2000						Retirement Date: n.a.		
Target Units Granted: 12,000						Grant Date: 17-Feb-2021		
Grant Year	Performance Period	Weight	Units Eligible	Payout <sup>1</sup>	Weighted Payout	Banked Units	Forfeited Units	Shares Delivered (at vest)
2021	2021	15%	1,800	100%	15.0%	1,800	0	1,800
	2022	15%	1,800	120%	18.0%	2,160	0	2,160
	2023	15%	1,800	180%	27.0%	3,240	0	3,240
	2021-2023	55%	6,600	200%	110.0%	13,200	0	13,200
<b>Totals</b>		<b>100%</b>	<b>12,000</b>	<b>170.0%</b>	<b>20,400</b>	<b>0</b>	<b>0</b>	<b>20,400</b>

(1) This represents a hypothetical payout for purposes of providing an example. Actual payout will be determined as described in Schedule A.

*B. Company does not achieve at Threshold Relative Shareholder Return for two Performance Periods*

Hire Date: 1-Jan-2000						Retirement Date: n.a.		
Target Units Granted: 12,000						Grant Date: 17-Feb-2021		
Grant Year	Performance Period	Weight	Units Eligible	Payout <sup>1</sup>	Weighted Payout	Banked Units	Forfeited Units	Shares Delivered (at vest)
2021	2021	15%	1,800	0%	0.0%	0	0	0
	2022	15%	1,800	60%	9.0%	1,080	0	1,080
	2023	15%	1,800	0%	0.0%	0	0	0
	2021-2023	55%	6,600	50%	27.5%	3,300	0	3,300
<b>Totals</b>		<b>100%</b>	<b>12,000</b>	<b>36.5%</b>	<b>4,380</b>	<b>0</b>	<b>0</b>	<b>4,380</b>

(1) This represents a hypothetical payout for purposes of providing an example. Actual payout will be determined as described in Schedule A.

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## II. Grantee Retires in December 2022

A. *Company achieves at least Threshold Relative Shareholder Return for all Performance Periods*

Hire Date:	1-Jan-2000	Retirement Date:	31-Dec-2022					
Target Units Granted:	12,000	Grant Date:	17-Feb-2021					
<hr/>								
Grant Year	Performance Period	Weight	Units Eligible	Payout <sup>(1)</sup>	Weighted Payout	Banked Units	Forfeited Units	Shares Delivered (at vest)
2021	2021	15%	1,800	100%	15.0%	1,800	700	1,100
	2022	15%	1,800	120%	18.0%	2,160	840	1,320
	2023	15%	1,800	180%	27.0%	3,240	1,260	1,980
	2021-2023	55%	6,600	200%	110.0%	13,200	5,133	8,067
<b>Totals</b>		<b>100%</b>	<b>12,000</b>	<b>170.0%</b>	<b>20,400</b>	<b>7,933</b>	<b>12,467</b>	

(1) This represents a hypothetical payout for purposes of providing an example. Actual payout will be determined as described in Schedule A.

B. *Company does not achieve at least Threshold Relative Shareholder Return for two Performance Periods*

Hire Date:	1-Jan-2000	Retirement Date:	31-Dec-2022					
Target Units Granted:	12,000	Grant Date:	17-Feb-2021					
<hr/>								
Grant Year	Performance Period	Weight	Units Eligible	Payout <sup>(1)</sup>	Weighted Payout	Banked Units	Forfeited Units	Shares Delivered (at vest)
2021	2021	15%	1,800	0%	0.0%	0	0	0
	2022	15%	1,800	60%	9.0%	1,080	420	660
	2023	15%	1,800	0%	0.0%	0	0	0
	2021-2023	55%	6,600	50%	27.5%	3,300	1,283	2,017
<b>Totals</b>		<b>100%</b>	<b>12,000</b>	<b>36.5%</b>	<b>4,380</b>	<b>1,703</b>	<b>2,677</b>	

(1) This represents a hypothetical payout for purposes of providing an example. Actual payout will be determined as described in Schedule A.

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**Comparator Group (Performance Peer Group)**  
*for initial Performance Period*  
*(updated as set forth in Schedule A)*

Company Name	Industry Classifications	Primary Listing: US Stock Exchange

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**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 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 **December 2020**. 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 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.

Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an exemption from any registration, qualification or other legal requirement applicable to the Stock, the Company shall not be required to deliver any shares issuable upon settlement of the PSU prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its

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absolute discretion, deem necessary or advisable. The Grantee understands that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Grantee agrees that the Company shall have unilateral authority to amend the Agreement without the Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

Insider Trading/Market Abuse. The Grantee acknowledges that, depending on the Grantee's or his or her broker's country or where the shares of Stock are listed, the Grantee may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., PSUs) or rights linked to the value of shares of Stock (e.g., phantom awards, futures) during such times the Grantee is considered to have "inside information" regarding the Company as defined in the laws or regulations in the applicable jurisdictions). 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" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Grantee is responsible for complying with any restrictions and should speak to his or her personal advisor on this matter.

Exchange Control, Foreign Asset/Account and/or Tax Reporting. Depending upon the country to which laws the Grantee is subject, the Grantee may have certain foreign asset/account and/or tax reporting requirements that may affect the Grantee's ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends or dividend equivalents or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside the Grantee's country of residence. The Grantee's country may require that the Grantee reports such accounts, assets or transactions to the applicable authorities in his or her country. The Grantee also may be required to repatriate cash received from participating in the Plan to the Grantee's country within a certain period of time after receipt. The Grantee is responsible for knowledge of and compliance with any such regulations and should speak with his or her personal tax, legal and financial advisors regarding same.

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.

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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 underlying Stock is unknown, indeterminable 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.
- The 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 PSU and the Stock subject to the PSU, and the income and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.
- Unless otherwise agreed with the Company in writing, the PSUs and the Stock subject to the PSUs, and the income and value of same, are not granted as consideration for, or in connection with, any service the 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 the Grantee's local currency and the U.S. Dollar that may affect the value of the PSUs or of any amounts due to the 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

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in the Plan before taking any action related to the Plan.

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## SWITZERLAND

### Notifications

Securities Law Information. Neither this document nor any other materials relating to the grant of PSUs (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services (“FinSA”), (b) may be publicly distributed nor otherwise made publicly available in Switzerland to any person other than an employee of the Company or (c) have been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority (FINMA).

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## SUBSIDIARIES OF TRINSEO PLC

JANUARY 31, 2022

<u>ENTITY NAME</u>	<u>JURISDICTION</u>
Trinseo Belgium B.V.	Belgium
Trinseo Canada ULC	Canada
Trinseo Polymers (Zhangjiagang) Company Limited	China
Altuglas International Denmark A/S	Denmark
Trinseo Suomi Oy	Finland
Altuglas International S.A.S.	France
Trinseo France S.A.S.	France
Trinseo Deutschland Anlagengesellschaft MbH	Germany
Trinseo Deutschland GmbH	Germany
Styron Hellas M. EPE	Greece
Trinseo (Hong Kong) Limited	Hong Kong
Trinseo Materials (Hong Kong) Limited	Hong Kong
Trinseo India Trading Private Limited	India
PT Trinseo Materials Indonesia	Indonesia
Trinseo Finance Ireland Unlimited Company	Ireland
Trinseo Ireland Holdings Limited	Ireland
Trinseo Services Ireland Limited Company	Ireland
A.P.I. Applicazioni Plastiche Industriali S.p.A.	Italy
Altuglas S.R.L.	Italy
Trinseo Italia S.R.L.	Italy
Trinseo Japan Y.K.	Japan
Trinseo Korea Ltd.	Korea
Trinseo Finance Luxembourg S.à r.l.	Luxembourg
Trinseo Holding S.à r.l.	Luxembourg
Trinseo Luxco S.à r.l.	Luxembourg
Trinseo Materials Operating S.C.A.	Luxembourg
Altuglas Mexico, S.A. de C.V.	Mexico
Trinseo de Mexico, S. de R.L. de C.V.	Mexico
Trinseo Holding Asia Pte. Ltd.	Singapore
Trinseo Singapore Pte. Ltd.	Singapore
Trinseo Spain S.L.	Spain
Trinseo Sverige AB	Sweden
Trinseo Europe GmbH	Switzerland
Trinseo Export GmbH	Switzerland
Taiwan Trinseo Limited	Taiwan
Heathland B.V.	The Netherlands
Trinseo Holding B.V.	The Netherlands
Trinseo Netherlands B.V.	The Netherlands
Trinseo Kimya Ticaret Limited Şirketi	Turkey
Trinseo UK Limited	United Kingdom
Altuglas LLC	United States – Delaware
Americas Styrenics LLC	United States – Delaware

Trinseo LLC	United States – Delaware
Trinseo Materials Finance, Inc.	United States – Delaware
Trinseo U.S. Holding, Inc.	United States – Delaware
Trinseo U.S. Receivables Company SPV LLC	United States – Delaware
Aristech Surfaces LLC	United States – Kentucky

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<sup>1</sup> Represents a joint venture company of which the registrant indirectly owns 50% of the voting equity.

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-196973, 333-232925, and 333-240195) of Trinseo PLC of our report dated February 23, 2022 relating to the financial statements and financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP  
Philadelphia, Pennsylvania  
February 23, 2022

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-196973, 333-232925, and 333-240195 of Trinseo PLC on Form S-8 of our report dated February 11, 2022, relating to the financial statements of Americas Styrenics LLC appearing in this Annual Report on Form 10-K of Trinseo PLC for the year ended December 31, 2021.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas  
February 23, 2022

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## CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Frank Bozich, certify that:

1. I have reviewed this annual report on Form 10-K of Trinseo PLC;
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: February 23, 2022

By: /s/ Frank Bozich  
 Name: Frank Bozich  
 Title: Chief Executive Officer

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**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

I, David Stasse, certify that:

1. I have reviewed this annual report on Form 10-K of Trinseo PLC;
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: February 23, 2022

By: /s/ David Stasse  
 Name: David Stasse  
 Title: Chief Financial Officer

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**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 annual report of Trinseo PLC (the "Company") on Form 10-K for the period ended December 31, 2021 (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: February 23, 2022

By: /s/ Frank Bozich  
Name: Frank Bozich  
Title: Chief Executive Officer

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**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 annual report of Trinseo PLC (the “Company”) on Form 10-K for the period ended December 31, 2021 (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: February 23, 2022

By: /s/ David Stasse  
Name: David Stasse  
Title: Chief Financial Officer

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