



Synthomer plc  
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SW1Y 5JG

Mr Roberto Gualdoni

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28 April 2022

Dear Roberto

I am pleased that you were re-appointed as a non-executive director by the Board of Synthomer plc ("the Company") and its shareholders today.

I confirm your re-appointment until the close of the 2023 Annual General Meeting at an annual fee of £59,805 and otherwise on the terms of your appointment later dated 08 July 2021.

Yours sincerely

A handwritten signature in blue ink that reads "C A Johnstone". The signature is written in a cursive style with a horizontal line underneath.

C A Johnstone  
Chair



Mr Roberto Gualdoni

Synthomer plc  
45 Pall Mall  
London. SW1Y 5JG  
United Kingdom

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8 July 2021

Dear Roberto,

I am delighted that you have accepted our invitation to join the Board of Synthomer plc ("the Company") as an independent non-executive director, with immediate effect, subject to re-appointment by shareholders at the Company's 2021 Annual General Meeting to be held on 28 April 2022 and annually thereafter.

## **1. Appointment**

I am writing to set out the terms on which your appointment as an independent non-executive director of the Company will operate. It is the Company's policy to comply, unless unreasonable for us to do so, with the current UK Corporate Governance Code published by the Financial Reporting Council and related guidance and good practice suggestions ("the Code"). To that end, when there are revisions to the Code, or if any other code or report dealing with corporate governance is issued, we would wish to discuss appropriate revision to the terms and conditions of your appointment.

## **2. Duties, responsibilities and time commitment**

As a non-executive director, you should bring an independent and objective judgment to bear on issues of strategy, performance and resources of the Company, including key appointments and standards of conduct.

You should attend all Board meetings of the Company and the Annual General Meeting. The Board has seven scheduled meetings a year, which can be in person at the Company's offices in London, by video or phone call. In addition, there will be opportunities to visit operational and regional sites. Agreed dates for Board meetings for the remainder of 2021 and all of 2022 are attached.

Generally, you will receive an agenda, together with relevant supporting papers, at least five days before each Board meeting. However, from time to time, it may be necessary to hold meetings at short notice, where attendance may be by video or phone conference. You will be entitled to full access to all Board papers and accompanying documentation and are free to question any executive decision of the Company. Should you at any time require further information please contact the Company Secretary or myself. If at any time you feel you are not being fully informed as to the Company's affairs you should let me know immediately.

The manner in which the Board operates has been explained to you. A schedule of matters formally reserved for the consideration of the Board is attached.

In accordance with the Code and best practice there are audit, remuneration, nomination and disclosure committees of the Board and you are invited to serve on the audit, remuneration and nomination committees from appointment. When possible, committee meetings are arranged to be around the same dates as Board meetings.

An induction programme is being prepared for you to assist in your understanding of the Company and its business. It may be appropriate for you from time to time to visit certain of the group's operations. The requirement for and timing of any such visits will of course be agreed with you.

The agreement of the Board should be sought before accepting other external commitments that might impact on the time you are able to devote to your role as a non-executive director of the Company. In normal circumstances we would expect a minimum time commitment of 25 days per annum from you in connection with the Company's business.

### **3. Term**

Your appointment is subject to the provisions of the Company's Articles of Association dealing with appointment, retirement and disqualification of directors.

Under the Code, you are subject to re-election every year. If for any reason you are not re-elected as a director of the Company, then these arrangements shall terminate automatically with immediate effect and you shall have no right to compensation for loss of office.

The Board reserves the right to terminate your appointment without payment of compensation by written notice if you accept a position with or acquire interests in another company, without prior approval of the Board, which in the Board's reasonable opinion, is likely to give rise to material conflict of interest with your position as a director of the Company. If any conflict with your duties as a director does arise you should consult the Board immediately.

Otherwise, your appointment will terminate at the close of the 2022 Annual General Meeting, unless it is renewed or extended for a further period if both you and the Board agree.

#### **4. Remuneration**

During the term of your appointment (until such time as you are appointed to one or more of the committees of the Board) you will be paid the fee for an independent non-executive director, which is currently set at £43,500 per annum by the Board. An additional fee, currently set at £15,000 per annum, is paid upon appointment to one or more committees. Fees accrue on a daily basis and are paid monthly in arrears.

Office as a non-executive director is not pensionable. You will not be entitled to participate in the Company's share option scheme or any other of its employee benefits.

#### **5. Expenses**

The Company shall reimburse you with the cost of all reasonable out-of-pocket expenses incurred by you on the Company's business in accordance with the Company's travel policy.

#### **6. Confidentiality**

During the course of your appointment, you are likely to obtain knowledge of confidential information with regard to the business and financial affairs of the Company and its subsidiary undertakings, details of which are not in the public domain ("Confidential Information") and accordingly you undertake to and covenant with the Company to keep such Confidential Information secret and to use or disclose such Confidential Information only in the proper performance of your duties or as required by law or regulation. After termination of your appointment for any reason, you undertake neither to use nor disclose such Confidential Information to any third party. This undertaking applies without limit of time but ceases to apply to information which comes into the public domain (other than as a result of disclosure by yourself).

When you cease to be a director you will deliver up to the Company all documents and information or other property belonging to the Company and its subsidiaries as the Company may require and will not retain copies.

#### **7. Share dealings**

Whilst the Company's Articles of Association do not require directors to hold qualification shares, the Board welcomes investment by directors in shares in the Company. As you would expect, any dealings by you in the Company's shares must be subject to the restrictions imposed by law and the Company's Securities Dealing Code and the Takeover Code (as each is amended from time to time). From time to time, restrictions may also apply to dealing in the shares of other companies. The Company Secretary will provide you with

details of the restrictions, the close periods applicable to the Company and the procedures to be followed by directors prior to their dealing in the Company's shares.

## **8. Insurance**

The Company maintains directors' and officers' liability insurance which is determined by the Board in its absolute discretion and details of this are available from the Company Secretary.

## **9. Professional advisors**

Should you in furtherance of your duties as a director, require professional advice on the affairs of the Company, you may consult the Company's usual professional advisors at the Company's expense. The Company's principal advisors are:

Stockbrokers	Barclays and Numis
Auditors	PricewaterhouseCoopers LLP
Solicitors	Herbert Smith Freehills LLP
Insurance brokers	Aon Limited

This does not apply to advice on your personal position. Arrangements to consult the Company's advisors must be made through the Company Secretary or, in cases of confidentiality, through me. The Company Secretary is instructed to restrict directors' access to the advisors only so far as necessary for the good management of resources and not to refuse requests for advice without reference to me.

If for an overriding reason of confidentiality or conflict of interest you need such advice from a professional advisor other than the Company's usual advisors and you consider you cannot raise the matter with me, you may consult an independent advisor at your own expense, and provided you have acted reasonably, you may reclaim the cost as expense.

## **10. Notices**

Any notice shall be deemed to have been duly served if delivered by hand when left at the address for service or if sent by prepaid post 7 days after posting. The Company's address for service shall be the Company's registered office address for the time being and your address for service shall be your address as set out in this letter or subsequently notified to the Company.

I enclose:

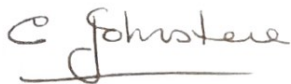
- the schedule of matters formally reserved for the consideration of the Board;
- a draft announcement relating to your appointment;
- schedule of agreed Board meetings for 2021 and 2022; and
- the Company's Securities Dealing Code.

A schedule of documents that will be supplied to you by the Company Secretary and proposed induction arrangements will be discussed with you and follow shortly.

Please indicate your acceptance of this offer by signing and returning the enclosed copy of this letter.

We very much look forward to working with you as a director.

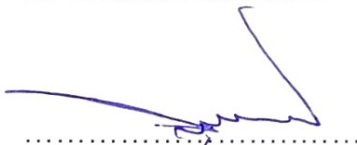
Yours sincerely



Caroline Johnstone  
Chair  
for and on behalf of Synthomer plc

I hereby accept my appointment as an independent non-executive director of the Company on the terms set out in the above letter.

Mr Roberto Gualdoni



Date: July 8<sup>th</sup>, 2021