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30 June 2025

Dear Janet,

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 effect from 1 July 2025, and succeeding as Chair of the Remuneration Committee in 2026. This letter confirms the main terms and conditions of your appointment to this office.

1. Appointment

Your appointment will be for an initial term of three years commencing on 1 July 2025. Continuation of your appointment is contingent on satisfactory performance and election / re-election at forthcoming AGMs.

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.

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 General Counsel & Company Secretary or me. If at any time you feel you are not being fully informed as to the Company's affairs you should let me know immediately.

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 will be subject to the Articles of Association of the Company and the provisions of the Company's Act 2006 (the "Companies Act"), relating to the retirement, re-election or removal of directors and their qualifications or ability to hold office as a director. It is also 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").

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 a conflict of interest arises between your position as a director of the Company and your interests in any other company, which is not, or cannot, be resolved within a reasonable timeframe as agreed between you and the Company. If any conflict with your duties as a director does arise you should consult the Board immediately.

4. Remuneration

During the term of your appointment, you will be paid the fee for an independent non-executive director, which is currently set at £47,995. An additional fee, currently set at £15,000 per annum, is paid to members of one or more committees. Upon appointment as Chair of the Remuneration Committee, you will receive an additional Chair fee, current set at £10,000. 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 General Counsel & 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 General Counsel & Company Secretary.

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.

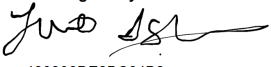
We very much look forward to working with you as a director.

Yours sincerely

Peter Hill
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.

Janet Ashdown

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Date2025