As filed with the U.S. Securities and Exchange Commission on April 21, 2015

File No. 001-36794

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

AMENDMENT NO. 2
TO
FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
PURSUANT TO SECTION 12(b) OR 12(g) OF
THE SECURITIES EXCHANGE ACT OF 1934

The Chemours Company, LLC
(Exact name of registrant as specified in its charter)

Delaware	**46-5484808**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
1007 Market Street, Wilmington, Delaware	**19898**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (302) 774-1000

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

Title of each class to be so registered	**Name of each exchange on which each class is to be registered**
Common Stock, par value $0.01 per share	**New York Stock Exchange**

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

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

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

THE CHEMOURS COMPANY, LLC

INFORMATION REQUIRED IN REGISTRATION STATEMENT

CROSS-REFERENCE SHEET BETWEEN INFORMATION STATEMENT AND ITEMS OF FORM 10

Certain information required to be included in this Form 10 is incorporated by reference to specifically-identified portions of the body of the information statement filed herewith as Exhibit 99.1. None of the information contained in the information statement shall be incorporated by reference herein or deemed to be a part hereof unless such information is specifically incorporated by reference.

Item 1. ***Business.***

The information required by this item is contained under the sections of the information statement entitled "Information Statement Summary," "Cautionary Statement Concerning Forward-Looking Statements," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business," "The Distribution," "Certain Relationships and Related Person Transactions," "Our Relationship with DuPont Following the Distribution" and "Where You Can Find More Information." Those sections are incorporated herein by reference.

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

The information required by this item is contained under the sections of the information statement entitled "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Statements." Those sections are incorporated herein by reference.

Item 2. ***Financial Information.***

The information required by this item is contained under the sections of the information statement entitled "Selected Historical Condensed Combined Financial Data," "Capitalization," "Unaudited Pro Forma Combined Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." Those sections are incorporated herein by reference.

Item 3. ***Properties.***

The information required by this item is contained under the section of the information statement entitled "Business—Chemours Production Facilities and Technical Centers." That section is incorporated herein by reference.

Item 4. ***Security Ownership of Certain Beneficial Owners and Management.***

The information required by this item is contained under the section of the information statement entitled "Security Ownership of Certain Beneficial Owners and Management." That section is incorporated herein by reference.

Item 5. ***Directors and Executive Officers.***

The information required by this item is contained under the section of the information statement entitled "Management." That section is incorporated herein by reference.

Item 6. ***Executive Compensation.***

The information required by this item is contained under the sections of the information statement entitled "Compensation Discussion and Analysis" and "Executive Compensation." Those sections are incorporated herein by reference.

Item 7. ***Certain Relationships and Related Transactions, and Director Independence.***

The information required by this item is contained under the sections of the information statement entitled "Management," "Executive Compensation," "Certain Relationships and Related Person Transactions," and "Our Relationship with DuPont Following the Distribution." Those sections are incorporated herein by reference.

Item 8. ***Legal Proceedings.***

The information required by this item is contained under the section of the information statement entitled "Business—Legal Proceedings." That section is incorporated herein by reference.

Item 9. ***Market Price of, and Dividends on, the Registrant's Common Equity and Related Stockholder Matters.***

The information required by this item is contained under the sections of the information statement entitled "Risk Factors," "Dividend Policy," "Capitalization," "The Distribution" and "Description of Our Capital Stock." Those sections are incorporated herein by reference.

Item 10. ***Recent Sales of Unregistered Securities.***

The information required by this item is contained under the section of the information statement entitled "Description of Our Capital Stock—Sale of Unregistered Securities." That section is incorporated herein by reference.

Item 11. ***Description of Registrant's Securities to be Registered.***

The information required by this item is contained under the sections of the information statement entitled "Risk Factors," "Dividend Policy," "Capitalization," "The Distribution" and "Description of Our Capital Stock." Those sections are incorporated herein by reference.

Item 12. ***Indemnification of Directors and Officers.***

The information required by this item is contained under the section of the information statement entitled "Description of Our Capital Stock—Limitations on Liability, Indemnification of Officers and Directors and Insurance." That section is incorporated herein by reference.

Item 13. ***Financial Statements and Supplementary Data.***

The information required by this item is contained under the sections of the information statement entitled "Index to Financial Statements" (and the financial statements referenced therein). That section is incorporated herein by reference.

Item 14. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.***

None.

Item 15. ***Financial Statements and Exhibits.***

(a) Financial Statements

The information required by this item is contained under the section of the information statement entitled "Index to Financial Statements" (and the financial statements referenced therein). That section is incorporated herein by reference.

(b) Exhibits

See below.

The following documents are filed as exhibits hereto:

Exhibit Number	Exhibit Description
2.1	Form of Separation Agreement by and between E. I. du Pont de Nemours and Company and The Chemours Company.
3.1	Form of Certificate of Incorporation of The Chemours Company. *
3.2	Form of By-Laws of The Chemours Company. *
10.1	Form of Transition Services Agreement by and between E. I. du Pont de Nemours and Company and The Chemours Company.
10.2	Form of Tax Matters Agreement by and between E. I. du Pont de Nemours and Company and The Chemours Company.
10.3	Form of Employee Matters Agreement by and between E. I. du Pont de Nemours and Company and The Chemours Company.
10.4	Amended and Restated Intellectual Property Cross-License Agreement by and among E. I. du Pont de Nemours and Company, The Chemours Company FC, LLC and The Chemours Company TT, LLC.
10.5	Offer of Employment Letter between Mark E. Newman and E. I. du Pont de Nemours and Company, dated October 14, 2014.
10.6	Offer of Employment Letter between Elizabeth Albright and E. I. du Pont de Nemours and Company, dated September 25, 2014.
21.1	Subsidiaries of The Chemours Company. *
99.1	Information Statement of The Chemours Company, preliminary and subject to completion, dated April 21, 2015.

* To be filed by amendment.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

The Chemours Company, LLC

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

Date: April 21, 2015

EXHIBIT INDEX

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Exhibit 2.1

SEPARATION AGREEMENT

by and between

E. I. DU PONT DE NEMOURS AND COMPANY

and

THE CHEMOURS COMPANY

Dated as of [—], 2015

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List of Exhibits

Index of Defined Terms

SEPARATION AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

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

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

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

otherwise. It is expressly agreed that no Party or member of its Group shall be deemed to be an Affiliate of another Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of DuPont or DuPont's stockholders prior to or, in case of DuPont's stockholders, after, the Effective Time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Any and all Environmental Liabilities relating to events, conduct, conditions, or occurrences that arose on or before the Effective Time and are "primarily associated" with the Chemours Business, the Chemours Group or Chemours Discontinued Operations, in each case, relating to or associated with DuPont Group Real Property. Environmental Liabilities are "primarily associated" with the Chemours Business, the Chemours Group or Chemours Discontinued Operations if, considering the factors set forth on Schedule 1.1(19)(ii)(A),[1] it is determined, in accordance with the following, that the share of liability that is attributable to the Chemours Business, the Chemours Group or Chemours Discontinued Operations, in the aggregate, is reasonably likely to be at least 50.1% of the total costs (including any related legal or other advisory fees and expenses) to resolve the liability. A non-exclusive list of currently known matters that fall within the scope of this subclause (ii) or subclause (iii), including the allocation of liability between the Chemours Group and the DuPont Group, is set forth on Schedule 1.1(19)(ii)(B). With respect to existing matters (as of the Effective Time) or new matters, in each case, that are not identified on Schedule 1.1(19)(ii)(B) but that fall either within the scope of this subclause (ii) or subclause (iii), the DuPont Group shall, in its reasonable determination, determine whether such Environmental Liabilities are primarily associated with the Chemours Business, the Chemours Group or Chemours Discontinued Operations. Such determinations may be challenged by the Chemours Group pursuant to the dispute resolution procedures set forth in Article VIII of this Agreement. The burden of proof to rebut such determination shall be borne by the Chemours Group. Responsibilities with respect to environmental matters concerning events, conduct, conditions or occurrences first arising after the Effective Time at the DuPont Group Landlord Properties shall be governed by the leases and other applicable agreements entered into by the a member of Chemours Group, on the one hand, and a member of the DuPont Group, on the other hand, with respect to such properties. For the avoidance of doubt, any

[1] Note to DuPont: To be drafted in conjunction with DuPont environmental team.

allocation of liability set forth on Schedule 1.1(19)(ii)(B) shall be deemed to be finally determined in accordance with the allocation reflected on such Schedule and the Parties agree not to, and agree to cause the respective members of the DuPont Group and the Chemours Group, as applicable, not to, bring any Action challenging any such allocation thereunder or assert any right to dispute resolution under Article VIII of this Agreement with respect thereto.

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

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

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

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

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

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

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

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

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

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

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

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

(21) "Chemours Business" shall mean the performance chemicals segment, which includes its titanium technologies,

fluoroproducts and chemical solutions businesses, of DuPont conducted by the Chemours Business Units and those Business Entities and businesses acquired, as such business is described in the Information Statement, or established by or for Chemours or any of its Subsidiaries after the Effective Time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) any and all Chemours Assumed Environmental Liabilities;

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

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

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

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

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

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

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

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

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

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

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

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

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

(41) "Confidential Information" shall mean all non-public, confidential or proprietary Information to the extent concerning a Party, its Group and/or its Subsidiaries or with respect to Chemours, the Chemours Business, any Chemours Assets or any Chemours Liabilities or with respect to DuPont, the DuPont Retained Business, any DuPont Retained Assets or any DuPont

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

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

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

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

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

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

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

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

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

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

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

(52) "Distribution Agent" shall mean [—].

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

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

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

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

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

(58) "Distribution Ratio" shall mean [—].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(76) "Environmental Compliance Liabilities" shall mean any and all Liabilities relating to, resulting from or arising out of actual or alleged violations of or non-compliance with any Environmental Law, including a failure to obtain, maintain or comply

with any Environmental Permits, including, without limitation, fines, penalties, mitigation damages and the costs and expenses (including, but not limited to, capital expenditures) required to address such actual or alleged violations or non-compliance, provided, that Environmental Compliance Liabilities do not include Liabilities that would also be considered Remediation Liabilities.

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

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

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

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

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

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

(83) "Financing" shall mean [—].

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

(85) "Fixed Cost Tax Rate" shall mean [—].

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

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

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

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

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

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

(92) "Hazardous Substance" shall mean (a) any substances defined, listed, classified or regulated as "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic

substances," "toxic pollutants," "contaminants," "pollutants," "wastes," "radioactive materials," "petroleum," "oils" or designations of similar import under any Environmental Law, or (b) any other chemical, material or substance that is regulated or for which liability can be imposed under any Environmental Law.

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

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

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

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

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

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

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

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

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

(102) "Intellectual Property" shall mean all U.S. and foreign: (i) trademarks, trade dress, service marks, certification marks, logos, slogans, design rights, names, corporate names, trade names, Internet domain names, social media accounts and addresses and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, "Trademarks"); (ii) patents and patent applications, and any and all related national or international counterparts thereto, including any divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof (collectively,

"Patents"); (iii) copyrights and copyrightable subject matter, excluding Know-How (collectively, "Copyrights"); (iv) trade secrets, and all other confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies, excluding Patents (collectively, "Know-How"); (v) all applications and registrations for the foregoing; and (vi) all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(133) "Subsidiary" shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or

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

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

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

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

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

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

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

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

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

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

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

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

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

(146) "Third Party Agreements" shall mean any agreements, arrangements, commitments or understandings

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

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

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

(149) "VF Products" means

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

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

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

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The words "written request" when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein. Unless the context requires otherwise, references in this Agreement to "DuPont" shall also be deemed to refer to the applicable member of the DuPont Group, references to "Chemours" shall also be deemed to refer to the applicable member of the Chemours Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by DuPont or Chemours shall be deemed to require DuPont or Chemours, as the case may be, to cause the applicable members of the DuPont Group or the Chemours Group, respectively, to take, or refrain from taking,

any such action. In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the definitions set forth in Section 1.1, for the purpose of determining what is and is not included in such definitions, any item explicitly included on a Schedule referred to in any such definition shall take priority over any provision of the text thereof.

ARTICLE II

THE SEPARATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.4 Intercompany Accounts, Loans and Agreements.

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

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

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

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

dealing or understanding between or among the Parties or any Subsidiaries thereof discovered after the Effective Time, the Parties agree that such Contract, arrangement, course of dealing or understanding shall nonetheless be deemed terminated as of the Effective Time with the only liability of the Parties in respect thereof to be the obligations incurred between the Parties pursuant to such Contract, arrangement, course of dealing or understanding between the Effective Time and the time of discovery or later termination of any such Contract, arrangement, course of dealing or understanding.

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

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

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

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

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

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

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

Section 2.8 Further Assurances; Ancillary Agreements.

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

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

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

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

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

Section 2.9 Novation of Liabilities; Indemnification.

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

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

applicable Law. Each of the applicable Parties shall, and shall cause their respective Subsidiaries to, take all actions and do all things reasonably necessary on its part, or such Subsidiaries' part, under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Section 2.9.

Section 2.10 Guarantees; Credit Support Instruments.

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

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

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

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

(c) If DuPont or Chemours is unable to obtain, or to cause to be obtained, any such required removal as set forth in clauses (a) and (b) of this Section 2.10, (i) DuPont, to the extent a member of the DuPont Group has assumed the underlying Liability with respect to such guaranty or Chemours, to the extent a member of the Chemours Group has assumed the underlying Liability with respect to such guaranty, as the case may be, shall indemnify and hold harmless the guarantor or obligor for any Indemnifiable Loss arising from or relating thereto (in accordance with the provisions of Article VI) and shall or shall cause one of its Subsidiaries, as agent or subcontractor for such guarantor or obligor to pay, perform and discharge fully all the obligations or other Liabilities of

such guarantor or obligor thereunder, (ii) the relevant beneficiary shall pay to the guarantor or obligor a fee payable at the end of each calendar quarter based on a rate of 0.65% per annum on the average outstanding amount of the obligation underlying such guarantee or obligation during such quarter and (iii) each of DuPont and Chemours, on behalf of themselves and the members of their respective Groups, agree not to renew or extend the term of, increase its obligations under, or Transfer to a third party, any loan, guaranty, lease, contract or other obligation for which another Party or member of such Party's Group is or may be liable without the prior written consent of such other Party, unless all obligations of such other Party and the other members of such Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to such Party.

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

Section 2.11 Disclaimer of Representations and Warranties.

(a) EACH OF DUPONT (ON BEHALF OF ITSELF AND EACH MEMBER OF THE DUPONT GROUP) AND CHEMOURS (ON BEHALF OF ITSELF AND EACH MEMBER OF THE CHEMOURS GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN ANY ANCILLARY AGREEMENT OR IN ANY CONTINUING ARRANGEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENTS OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSETS, BUSINESSES OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR

GOVERNMENTAL APPROVALS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, AS TO NONINFRINGEMENT, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING, ANY ASSETS OR BUSINESS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST AND (II) ANY NECESSARY CONSENTS OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

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

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

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

Section 2.12 Chemours Financing Arrangements. Prior to the Effective Time, Chemours shall enter into the Chemours Financing Arrangements, on such terms and conditions as agreed by DuPont in its sole discretion (including the amount that shall be

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

Section 2.13 Cash Management; Cash Adjustment.

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

(b) Preliminary Cash Adjustment.

(i) On or prior to August 1, 2015, DuPont shall prepare and deliver, or cause to be prepared and delivered, to Chemours a statement reflecting the amount of Cash Equivalents on the unaudited consolidated balance sheet of the Chemours Group as of the close of business on the date prior to the Distribution Date (giving effect to the Distribution, including the Chemours Financing Cash Distribution, and reflecting the terms and conditions of Article II of this Agreement) (the "Distribution Date Cash Amount"), including supporting account information (the "Distribution Cash Amount Statement"). The Distribution Cash Amount Statement shall be calculated in U.S. dollars and consistently with the historical practices used in calculating DuPont GCAP for the Chemours FRB DU99250. A sample DuPont GCAP statement is included as Exhibit I hereto.

(ii) Subject to the terms set forth in Section 7.6, in connection with the preparation of the Distribution Cash Amount Statement, DuPont shall have reasonable access, during normal business hours and upon reasonable notice, to the books and records, the financial systems and finance personnel and any other

information of the members of Chemours Group that DuPont or its representatives reasonably request, and Chemours shall, and shall cause the members of the Chemours Group and their respective representatives and employees to, cooperate with DuPont and its representatives in connection therewith.

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

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

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

than October 1, 2015. The Distribution Date Cash Amount, (i) if no Distribution Cash Amount Dispute Notice has been timely delivered by Chemours in accordance with Section 2.13(b)(iii), as originally submitted by DuPont, or (ii) if a Distribution Cash Amount Dispute Notice has been timely delivered by Chemours, the Distribution Date Cash Amount as adjusted pursuant to the resolution of such dispute in accordance with this Section 2.13(b), shall be deemed to be the "Final Cash Amount."

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

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

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

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

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

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

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

the Closing Chemours Fixed Cost Amount or the Closing Chemours Capital Expenditures, (i) if no Distribution GCAP Statement Dispute Notice has been timely delivered by DuPont in accordance with Section 2.13(c)(ii), as originally submitted by Chemours, or (ii) if a Distribution GCAP Statement Dispute Notice has been timely delivered by DuPont, as adjusted pursuant to the resolution of such dispute in accordance with this Section 2.13(c), shall be deemed to be the "Final Chemours Accounts Receivable," the "Final Chemours Accounts Payable," the "Final Chemours Inventory," the "Final Chemours Fixed Cost Amount" and the "Final Chemours Capital Expenditures," respectively.

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

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

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

ARTICLE III

CERTAIN ACTIONS AT OR PRIOR TO THE DISTRIBUTIONS

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

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

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

Section 3.4 Resignations and Removals.

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

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

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

ARTICLE IV

THE DISTRIBUTION

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

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

Section 4.3 Actions in Connection with the Distribution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

CERTAIN COVENANTS

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

Section 5.2 Retained Names.

(a) Except for the DuPont Retained Names set forth on Schedule 5.2, no later than twenty (20) days following the Distribution Date, Chemours shall, and shall cause the members of the Chemours Group, to change their names and cause their certificates of incorporation and bylaws (or equivalent organizational documents), as applicable, to be amended to remove any reference to the DuPont Retained Names. Following the Distribution Date, Chemours shall, and shall cause the members of the Chemours Group, to, as soon as practicable, but in no event later than eighteen (18) months following the Distribution Date, cease to (i) make any use of any DuPont Retained Names, and (ii) hold themselves out as having any affiliation with DuPont or any members of the DuPont Group. In furtherance thereof, as soon as practicable but in no event later than eighteen (18) months following the Distribution Date, Chemours shall, and shall cause the members of the Chemours Group, to remove, strike over, or otherwise obliterate all DuPont Retained Names from all assets and other materials owned by or in the possession of any member of the Chemours Group, including any vehicles, business cards, schedules, stationery, packaging materials, displays, signs, promotional

materials, manuals, forms, websites, email, computer software and other materials and systems; provided, however, that Chemours shall promptly after the Distribution Date post a disclaimer in a form and manner reasonably acceptable to DuPont on the "www.Chemours.com" website informing its customers that as of the Effective Time and thereafter Chemours, and not DuPont, is responsible for the operation of the Chemours Business, including such website and any applicable services. Any use by the members of the Chemours Group of any of the DuPont Retained Names as permitted in this Section 5.2(a) is subject to their use of the DuPont Retained Names in a form and manner, and with standards of quality, of that in effect for the DuPont Retained Names as of the Distribution Date. Chemours and the members of the Chemours Group shall not use the DuPont Retained Names in a manner that may reflect negatively on such name and marks or on DuPont or any member of the DuPont Group. Upon expiration or termination of the rights granted to the Chemours Group pursuant to this Section, Chemours hereby assigns, and shall cause the other members of the Chemours Group to assign, to DuPont their rights (if any) to any Trademarks forming a part of or associated with the DuPont Retained Names. DuPont shall have the right to terminate the foregoing license, effective immediately, if any member of the Chemours Group fails to comply with the foregoing terms and conditions or otherwise fails to comply with any reasonable direction of DuPont in relation to use of the DuPont Retained Names. Chemours shall indemnify, defend and hold harmless DuPont and the members of the DuPont Group from and against any and all Indemnifiable Losses arising from or relating to the use by any member of the Chemours Group of the DuPont Retained Names pursuant to this Section 5.2(a).

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

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

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

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

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

(ii) Perfluorinated Elastomers;

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

(iv) VF Products; and

(v) DSS Services.

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

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

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

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

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

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

ARTICLE VI

INDEMNIFICATION

Section 6.1 Release of Pre-Distribution Claims.

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

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

(ii) Chemours, for itself and each member of the Chemours Group, its Affiliates as of the Effective Time and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time were directors, officers, agents or employees of any member of the Chemours Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge DuPont and the other members of the DuPont Group, its Affiliates and all Persons who at any time prior to the Effective Time were stockholders, directors, officers, agents or employees of any member of the DuPont Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all Chemours Liabilities, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by

operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Effective Time, including in connection with the Internal Reorganization and the Distribution and any of the other transactions contemplated hereunder and under the Ancillary Agreements (such liabilities, the "Chemours Released Liabilities") and in any event shall not, and shall cause its respective Subsidiaries not to, bring any Action against any member of the DuPont Group in respect of any Chemours Released Liabilities; provided, however that for purposes of this Section 6.1(a)(ii), the members of the Chemours Group shall also release and discharge any officers or other employees of any member of the DuPont Group, to the extent any such officers or employees served as a director or officer of any members of the Chemours Group prior to the Distribution, from any and all Liability, obligation or responsibility for any and all past actions or failures to take action, in each case in their capacity as a director or officer of any such member of the Chemours Group, prior to the date of the Distribution, including actions or failures to take action that may be deemed to have been negligent or grossly negligent.

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

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

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

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

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

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

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

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

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

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

Section 6.3 Indemnification by Chemours. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Effective Time, Chemours shall and shall cause the other members of the Chemours Group, until such time that any such member has been sold or otherwise transferred in connection with a Disposition Event, to indemnify, defend and hold harmless the DuPont

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

Section 6.4 Procedures for Indemnification.

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

(b) Third Party Claims. If a claim or demand is made against an Indemnitee by any Person who is not a party to this Agreement (a "Third Party Claim") as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement or any Ancillary Agreement, such Indemnitee shall notify the Indemnifying Party in writing (which notice obligation may be satisfied by providing copies of all notices and documents received by the Indemnitee relating to the Third Party Claim), and in reasonable detail, of the Third Party Claim promptly (and in any event within the earlier of (x) forty-five (45) days or (y) 2 Business Days prior to the final date of the applicable response period under such Third Party Claim) after receipt by such Indemnitee of written notice of

the Third Party Claim; provided, however, that the failure to provide notice of any such Third Party Claim pursuant to this or the preceding sentence shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure. Thereafter, the Indemnitee shall deliver to the Indemnifying Party, promptly (and in any event within ten (10) Business Days) after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim. For all purposes of this Section 6.4(b), each Party shall be deemed to have notice of the matters set forth on Schedule 1.1(34)(ix).

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

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

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

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

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

Section 6.5 Cooperation in Defense and Settlement.

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

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

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

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

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

(a) Any recovery by any Indemnified Party for any Indemnifiable Loss subject to indemnification pursuant to this Article VI shall be calculated (i) net of Insurance Proceeds actually received by such Indemnified Party with respect to any Indemnifiable Loss such proceeds shall be reduced by the present value, based on that Party's then cost of short term borrowing of future premium increases known at such time) and (ii) net of any proceeds actually received by the Indemnitee from any third party with respect to any such Liability corresponding to the Indemnifiable Loss ("Third Party Proceeds"). Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article VI to any Indemnitee pursuant to this Article VI shall be reduced

by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee corresponding to the related Indemnifiable Loss. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party corresponding to any Indemnifiable Loss (an "Indemnity Payment") and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

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

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

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

Section 6.9 Additional Matters; Survival of Indemnities.

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

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

Section 6.10 Environmental Matters.

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

(b) Substitution.

(i) Chemours shall use its best efforts to obtain any consents, transfers, assignments, assumptions, waivers, or other legal instruments necessary to cause Chemours or the appropriate subsidiary of Chemours to be fully substituted for DuPont or other member of the DuPont Group with respect to: (i) any order, decree, judgment, agreement or Action with respect to Chemours Assumed Environmental Liabilities that are in effect

as of the Effective Time; or (ii) Environmental Permits, financial assurance obligations or instruments, or other environmental approvals or filings associated with the Chemours Assets. Chemours shall inform the applicable Governmental Entity about its assumption of the Environmental Liabilities associated with the matters listed on Section 6.10(b) and request that the Governmental Entities direct all communications, requirements, notifications and/or official letters related to such matters to Chemours. DuPont shall use its best efforts to provide necessary assistance or signatures to Chemours to achieve the purposes of this section.

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

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

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

limitations imposed by this subsection, DuPont's management and implementation of any such Remediation shall not relieve Chemours of its responsibility for any Indemnifiable Losses of DuPont that result from any Chemours Liabilities.

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

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

ARTICLE VII

PRESERVATION OF RECORDS; ACCESS TO INFORMATION; CONFIDENTIALITY; PRIVILEGE

Section 7.1 Preservation of Corporate Records.

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

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

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

Section 7.2 Financial Statements and Accounting. Each Party agrees to provide the following reasonable assistance and, subject to Section 7.6, reasonable access to its properties, Records, other Information and personnel set forth in this Section 7.2, from

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

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

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

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

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

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

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

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

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

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

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

(i) that (x) primarily relates to DuPont or the DuPont Business, as the case may be, prior to the Effective Time or (y) is necessary for DuPont to comply with the terms of, or otherwise perform under, any Ancillary Agreement to which DuPont and/or Chemours are parties, Chemours shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if DuPont has a reasonable need for such originals) in the possession or control of Chemours or any of

its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of DuPont; provided that, to the extent any originals are delivered to DuPont pursuant to this Agreement or the Ancillary Agreements, DuPont shall, at its own expense, return them to Chemours within a reasonable time after the need to retain such originals has ceased; provided further that, such obligation to provide any requested information shall terminate and be of no further force and effect on the date that is the first anniversary of the date of this Agreement; provided further that, in the event that Chemours, in its sole discretion, determines that any such access or the provision of any such Information (including information requested under Section 7.2) would violate any Law or Contract with a Third Party or waive any attorney-client privilege, the work product doctrine or other applicable privilege, Chemours shall not be obligated to provide such Information requested by DuPont.

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

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

Section 7.4 Witness Services. At all times from and after the Effective Time, each of DuPont and Chemours shall use its commercially reasonable efforts to make available to the other, upon reasonable written request, its and its Subsidiaries' officers, directors, employees and agents (taking into account the business demands of such individuals) as witnesses to the extent that (i) such Persons may reasonably be required to testify in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved (except for claims, demands or Actions in which one or more members of one Group is adverse to one or more members of the other Group) and (ii) there is no conflict in the Action between the requesting Party and the other Party. A Party providing a witness to the other Party under this Section 7.4 shall be entitled to receive from the recipient of

such witness services, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses), as may be reasonably incurred and properly paid under applicable Law.

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

Section 7.6 Confidentiality.

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

Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made by a Third Party pursuant to clause (ii), (iii), (v) or (vi) above, each Party, as applicable, shall promptly notify (to the extent permissible by Law) the Party to whom the Confidential Information relates of the existence of such request, demand or disclosure requirement and shall provide such affected Party a reasonable opportunity to seek an appropriate protective order or other remedy, which such Party will cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party which faces the disclosure requirement shall furnish only that portion of the Confidential Information that is required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such Confidential Information.

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

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

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

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

Section 7.7 Privilege Matters.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

INSURANCE

Section 9.1 Insurance Matters.

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

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

(i) Chemours shall inform DuPont of any potential claim under any of the Company Policies with regard to any Chemours Liability set forth on Schedule 9.1(b)(i) and DuPont shall determine whether and at what time to report any such claims under such Company Policies directly to the applicable insurance company, and shall provide a copy of all such claim reports to Chemours; provided, that with respect to any claims related to the matters listed on Schedule 9.1(b)(ii), Chemours shall have the right to provide DuPont with the information underlying the claims and provide recommendations with regard to the timing and filing of such claims. DuPont shall consult with Chemours with regard to the timing with respect to making any such claims;

(ii) If and to the extent that Chemours is the sole entity recovering insurance proceeds under one or more of the Company Policies in respect of a particular claim for coverage, Chemours shall exclusively bear and be responsible for (and DuPont shall have no obligation to repay or reimburse Chemours for) and pay the applicable insurers as required under the applicable Company Policies for any and all costs as a result of having access to, or making claims under, such Policies, including any amounts of deductibles and self-insured retention associated with such claims, claim handling and administrative costs, Taxes, surcharges, state assessments, reinsurance costs, and other related costs, relating to all open, closed, re-opened claims covered by the applicable Policies, whether such claims are made by Chemours, its employees or third parties, and Chemours shall indemnify, hold harmless and reimburse DuPont for any such amounts incurred by DuPont to the extent resulting from any access to,

any claims made by Chemours under, any Company Policies provided pursuant to this Section 9.1. If DuPont and Chemours jointly make a claim for coverage under the Company Policies for amounts that have been or may in the future be incurred partially by DuPont and partially by Chemours, any insurance recovery resulting therefrom will first be allocated to reimburse DuPont and/or Chemours for their respective costs, legal and consulting fees, and other out-of-pocket expenses incurred in pursuing such insurance recovery, with the remaining net proceeds from the insurance recovery to be allocated as between DuPont and Chemours in a manner to be negotiated in good faith by DuPont and Chemours at or near the time of such recovery; provided that if the Parties cannot agree to an allocation within twenty (20) Business Days of the grant, settlement or other agreement, either Party may submit the dispute to arbitration in accordance with the terms and procedures set forth in Section 8.2;

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

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

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

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

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

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

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

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

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

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

Section 9.2 Certain Matters Relating to DuPont's Organizational Documents. For a period of six (6) years from the Distribution Date, the Certificate of Incorporation and Bylaws of DuPont shall contain provisions no less favorable with respect

to indemnification of directors and officers than are set forth in such Certificate of Incorporation or Bylaws of DuPont immediately before the Effective Time, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from the Distribution Date in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were indemnified under such Certificate of Incorporation or Bylaws, unless such amendment, repeal, or other modification shall be required by Law and then only to the minimum extent required by Law or approved by DuPont's shareholders.

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

ARTICLE X

MISCELLANEOUS

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

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

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

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

Section 10.5 Expenses.

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

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

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

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

To DuPont:

c/o [ ]
Attn: [ ]
Facsimile: [ ]

To Chemours:

c/o [ ]
Attn: [ ]
Facsimile: [ ]

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

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

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

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

Section 10.11 Payment Terms.

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

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

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

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

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

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

Section 10.15 Exhibits and Schedules.

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

E. I. DU PONT DE NEMOURS AND COMPANY

By: /s/
Name:
Title:

THE CHEMOURS COMPANY

By: /s/
Name:
Title:

FIRST AMENDED AND RESTATED TRANSITION SERVICES AGREEMENT

by and between

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

and

THE CHEMOURS COMPANY, LLC, et al.

Dated as of January 1, 2015

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EXHIBITS

FIRST AMENDED AND RESTATED TRANSITION SERVICES AGREEMENT

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

W I T N E S S E T H

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

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

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

ARTICLE 1.
DEFINITIONS

1.01. Certain Definitions.

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

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

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

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

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

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

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

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

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

"Chemours" – is defined in the preamble.

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

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

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

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

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

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

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

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

"DISO" – means DuPont Information Security Organization.

"DuPont" – is defined in the preamble.

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

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

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

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

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

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

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

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

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

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

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

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

"IT TSA" – means that certain Information Technology Transition Services Agreement among the Parties effective as of the Effective Time.

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

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

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

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

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

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

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

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

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

"Provider" – is defined in the preamble.

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

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

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

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

"Recipient" – is defined in the preamble.

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

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

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

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

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

"Reverse TSA" – means that certain Reverse Transition Services Agreement among the Parties effective as of the Effective Time

"Separation Agreement" – is defined in the preamble.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2.
SERVICES PROVIDED

2.01. Transitional Services.

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

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

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

be withheld by Provider for any or no reason at its sole and absolute discretion. Notwithstanding the foregoing, upon receipt of a proper reduction of Service notice as required by this Section, Provider may in its sole and absolute discretion reduce the Service Fees for such reduced Services solely to the extent that Provider determines, in its sole and absolute discretion, that costs to Provider associated with providing the Services have reduced due directly to such reduction of Services by Recipient. Any such reduced Service Fees shall take effect following the last day of the month that is three months following the receipt of such reduction of Services notice or following the last day of the month in which Provider realizes such reduction of internal costs, whichever is later.

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

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

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

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

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

2.02. Personnel, Resources and Third Parties.

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

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

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

2.03. Term of Service.

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

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

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

2.04. Migration from Services.

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

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

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

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

2.05. Third Party Consents.

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

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

2.06. Limitations and Exclusions.

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

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

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

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

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

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

2.07. Recipient Obligations.

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

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

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

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

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

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

ARTICLE 3.
COMPENSATION

3.01. Consideration.

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

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

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

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

3.02. Taxes.

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

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

3.03. Invoices.

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

3.04. Reimbursement of Expenses.

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

3.05. Payment.

(a) Invoice Remittance. Any invoice issued under Section 3.03 (Invoices), shall be payable by Recipient or the appropriate Recipient Party on a net 30 basis from the date of invoice, without demand and without any deduction, set-off,

withholding or abatement whatsoever (except as provided in Section 3.05(b) (Disputed Amounts) herein), the full amount of Service Fees and Expenses due unless the amount due is disputed, in which event the dispute shall be resolved in accordance with the terms of Section 3.05(b) (Disputed Amounts). All payments hereunder shall be made by electronic funds transmission or other mutually agreeable means denominated in United States Dollars or in local currency if service invoice and payment is within one country or region with a common currency, except as otherwise specified in the relevant SLA. On a monthly basis, Provider shall designate the conversion rates, which Provider shall reasonably determine based on the applicable exchange rate published by reuters.com (available at: www.reuters.com/finance/currencies), or other reasonable source if the applicable rate is not available on reuters.com, on the first day of the month in which such invoice is issued (or, if the exchange rate is not available for such day, the exchange rate for the closest preceding day for which the exchange rate is available). Payments due on any day other than a Business Day shall be due on the next succeeding Business Day. If needed, the Parties will implement arrangements to provide for electronic funds transfer on customary terms, with written confirmation, for such transfers.

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

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

(d) Discontinuation of Service. Subject to the provisions of Section 3.05(b) (Disputed Amounts) hereof, if any amount due and payable to a Provider Party pursuant to this Section 3.05 is not paid by Recipient or the appropriate Recipient Party within one (1) month after the invoice date, Provider may notify Recipient in writing (including through email) of the Recipient Party's payment default. If Recipient or another applicable Recipient Party has not cured such payment default within one (1) month

of the Provider Party's notification of such payment default, the Provider Party shall have the right, in its sole and absolute discretion and without any resulting liability to any Recipient Party or to anyone claiming by or through any Recipient Party because of such action to: (i) cease providing either all of the Services, or any such Service(s) or Interdependent Services (as provided in Section 5.05) for which payment has not been made, or (ii) notwithstanding the provisions of Article 5 (Termination) hereof, terminate the relevant SLA, and such termination shall be without prejudice to any other remedy which may be available to Provider, or (iii) change payments terms to payment in advance. A Provider Party's exercise of its rights under this Section 3.05(d) shall not limit or otherwise affect Provider's right to terminate this Agreement in accordance with Article 5 (Termination).

3.06. No Offset.

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

ARTICLE 4.
CONFIDENTIALITY

4.01. Obligations.

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

4.02. Disclosure.

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

4.03. Rights Limited to Agreement.

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

4.04. Separate Agreements.

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

ARTICLE 5.
TERMINATION

5.01. Default.

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

5.02. Insolvency Event.

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

without prejudice to its other rights hereunder, terminate this Agreement forthwith by written notice upon the occurrence of default or an event which, with the giving notice or passage of time, or both, would result in an event of default with respect to any outstanding indebtedness of Recipient or any of Recipient Group members.

5.03. Change of Control.

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

5.04. Voluntary Termination of SLA.

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

5.05. Interdependent Services.

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

5.06. Public Utility Status.

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

5.07. Effect of Termination.

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

5.08. Survival of Payment Obligations.

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

5.09. Settlement of Accounts.

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

ARTICLE 6.
LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

6.01. Limitation of Liability.

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

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

6.02. Limited Liability Exclusions

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

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

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

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

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

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

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

(7) DAMAGES ARISING FROM FRAUD.

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

6.03. Additional Provisions.

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

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

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

6.04. Disclaimer of Warranties.

SUBJECT TO THE LEGAL REQUIREMENTS OF ANY JURISDICTION THAT CANNOT BE VARIED BY CONTRACT, THE RECIPIENT PARTIES ACKNOWLEDGE THAT ALL IT ASSETS AND EQUIPMENT PROVIDED AS PART OF THE SERVICES IS PROVIDED "AS IS, WHERE IS." THE PROVIDER PARTIES DISCLAIM ANY AND ALL WARRANTIES,

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

ARTICLE 7.
INDEMNIFICATION

7.01. Third Party Indemnification.

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

7.02. Procedure.

Promptly after receipt by an Indemnified Person of notice of the commencement or threatened commencement of a Third-Party Claim against it, such Indemnified Person shall, if a claim is to be made against the Indemnifying Person under this Article 7, give written notice containing reasonable detail to the Indemnifying Person of the assertion of such Third-Party Claim. If any Third-Party Claim is brought against an Indemnified Person, the Indemnifying Person may participate in the defense of such Third-Party Claim and, to the extent that it may elect, to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Person. In such event, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article 7 for any fees of other counsel with respect to the defense of such Action; provided, however, that if the Indemnifying Person and the Indemnified Person are both named parties to the Action and representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them, then the Indemnified Person may participate in such defense with one separate counsel (and one additional separate local counsel) at the reasonable expense of the

Indemnifying Person. An election to assume the defense of a Third-Party Claim shall not be deemed to be an admission that the Indemnifying Person is liable to the Indemnified Person in respect of such Third-Party Claim or that the claims made in the Third-Party Claim are within the scope of or subject to indemnification under this Article 7. If the Indemnifying Person assumes the defense of a Third-Party Claim, then the Indemnified Person may participate in the defense of such Third-Party Claim, including attending meetings, conferences, teleconferences, settlement negotiations and other related events (and to employ counsel at its own expense in connection therewith); provided, it being understood that the Indemnifying Person shall control the defense of such Third-Party Claim. If the Indemnifying Person assumes the defense of any such Third-Party Claim, the Indemnified Person shall cooperate with the Indemnifying Person in the defense of such Third-Party Claim. If the Indemnifying Person assumes the defense of the Third-Party Claim, no compromise or settlement of such claim may be effected by the Indemnifying Person without the Indemnified Person's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) unless (a) there is no finding or admission of any violation of Law or any violation of the rights of any Person, (b) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person and (c) the terms of such compromise or settlement include a full and unconditional release of the Indemnified Person from all Liability with respect to such Third-Party Claim. Without the Indemnifying Person's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, no Indemnified Person may settle or compromise any Third-Party Claim or consent to the entry of any judgment for which the Indemnified Person is seeking indemnification under this Article 7, unless the Indemnifying Person fails to assume and maintain the defense of such Third-Party Claim pursuant to this Section 7.02. If it is ultimately determined that the Indemnifying Person is not obligated to indemnify, defend or hold harmless the Indemnified Person in connection with any Third-Party Claim, then the Indemnified Person shall promptly reimburse the Indemnifying Person for any and all costs and expenses (including attorney's fees and court costs) incurred by the Indemnifying Person in its defense of such Third-Party Claim.

ARTICLE 8.
GOVERNANCE

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

ARTICLE 9.
INFORMATION ASSETS

9.01. Intellectual Property Ownership.

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

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

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

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

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

(1) Definitions.

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

(ii) ***"Recipient Material"*** means any item, material, or sample provided by or on behalf of Recipient to a Provider Party, and any modifications or derivatives thereof, or anything, including but not limited to, any substances created, directly or indirectly, by a Provider Party through use of the Recipient Material. The term "Recipient Material" includes any Recipient Data.

The Recipient Material is and at all times remains the property of Recipient or its Group members and shall be considered Confidential Information. Recipient Material includes biological materials provided by or on behalf of any Recipient Party to a Provider Party.

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

(2) Work Product and Title.

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

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

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

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

9.02. General Knowledge.

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

ARTICLE 10.
EQUIPMENT

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

ARTICLE 11.
FORCE MAJEURE

11.01. Excused Performance.

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

11.02. Notification.

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

11.03. Obligations of Excused Party.

The Party subject to Force Majeure shall act as follows:

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

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

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

11.04. No Liability.

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

11.05. Substitute Services.

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

ARTICLE 12.
MISCELLANEOUS

12.01. Amendments and Modifications.

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

12.02. Assignments; Successors and No Third Party Rights.

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

12.03. Entire Agreement.

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

12.04. Notices.

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

If to DuPont:

E. I. du Pont de Nemours and Company
1007 Market Street
Wilmington, DE 19898
Attention: General Counsel
Facsimile: (302) 773-4679

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

If to Chemours:

The Chemours Company, LLC
1007 Market Street
Wilmington, DE 19898
Attention: General Counsel

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

12.05. Expenses.

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

12.06. Dispute Resolution; Governing Law; Jurisdiction.

(a) Any dispute between the Parties arising out of or relating to this Agreement, or the interpretation, validity or effectiveness of this Agreement, or any provision of this Agreement, in the event that the Lead Parties fail to agree, shall, upon the

written request of a Lead Party, be referred to designated senior management representatives of the Lead Parties for resolution. Such representatives shall promptly meet and, in good faith, attempt to resolve the controversy, claim or issues referred to them.

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

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

(d) This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its conflicts of laws principles, and, except as otherwise provided herein, the State and Federal courts in the City of Wilmington, Delaware shall have exclusive jurisdiction over any Action seeking to enforce any provision of, or based upon any right arising out

of, this Agreement. The Parties hereto do hereby irrevocably (1) submit themselves to the personal jurisdiction of such courts, (2) agree to service of such courts' process upon them with respect to any such Action, (3) waive any objection to venue laid therein and (4) consent to service of process by registered mail, return receipt requested in accordance with and at its address set forth in Section 12.04 (as such address may be updated from time to time in accordance with the terms of Section 12.04).

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

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

12.07. No Implied Waiver; No Jury Trial.

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

12.08. Severability.

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

12.09. Section Headings; Construction.

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

12.10. Counterparts.

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

12.11. Relationship of the Parties.

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

12.12. Conflict.

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

12.13. Survival of Certain Provisions.

Without prejudice to the survival of the provisions of any other agreements of the Parties, the Parties expressly agree that the provisions of Article 4 (Confidentiality); Section 5.07 (Effect of Termination); Section 5.08 (Survival of Payment Obligations); Article 6 (Limitation of Liability and Disclaimer of Warranties); Article 7 (Indemnification); Article 9 (Information Assets); and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

12.14. No Public Utility.

It is understood that no Party hereto considers another Party to be a public utility, and no Party intends by this Agreement to engage in the business of being a public utility or to enjoy any of the powers and privileges of a public utility or, by its performance of its obligations hereunder to dedicate to public or quasi-public use or purpose any of the facilities which it operates, and each Party agrees that the execution of this Agreement shall not, nor shall any performance or partial performance, be or ever deemed, asserted or urged by a Party to be a dedication to public or quasi-public use of any such facilities of another Party or as subjecting another Party to any jurisdiction or regulation as a public utility.

12.15. Supply of Services.

The Parties acknowledge and agree that this Agreement is an agreement for the supply of services and is not an agreement for the sale of goods and shall not be governed by Article 2 of the Uniform Commercial Code or the United Nations International Convention for the Sale of Goods or any analogous Legal Requirement purporting to apply to the sale of goods.

12.16. Compliance with Law.

In performing its obligations, each Party will comply with all federal, state, and local Law, ordinances, tariffs, and regulations of Governmental Bodies applicable to such Party.

12.17. Name Changes.

The Parties acknowledge that several members of the Recipient Group are expected to change their names on or after January 1, 2015, and that Recipient is expected to change its name to The Chemours Company on or about July 1, 2015. Recipient and applicable members of the Recipient Group are hereby authorized to change their names hereunder by providing written notice to Provider of such name change(s).

[Signature page on next page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Time.

PROVIDER ENTITIES:

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____

Printed Name: _____

Title: _____

DU PONT DE NEMOURS (BELGIUM) BVBA

By: _____

Printed Name: _____

Title: _____

DUPONT DE NEMOURS (FRANCE) S.A.S.

By: _____

Printed Name: _____

Title: _____

DU PONT DE NEMOURS (DEUTSCHLAND) GMBH

By: _____

Printed Name: _____

Title: _____

DU PONT DE NEMOURS ITALIANA S.R.L.

By: _____

Printed Name: _____

Title: _____

DUPONT PAKISTAN OPERATIONS (PVT.) LIMITED

By: _____

Printed Name: _____

Title: _____

DUPONT POLAND SP Z.O.O.

By: _____

Printed Name: _____

Title: _____

DUPONT ROMANIA S.R.L.

By: _____

Printed Name: _____

Title: _____

DUPONT DE NEMOURS SOUTH AFRICA (PTY) LTD.

By: _____

Printed Name: _____

Title: _____

DUPONT ASTURIAS, S.L.

By: _____

Printed Name: _____

Title: _____

DU PONT IBERICA, S.L.

By: _____

Printed Name: _____

Title: _____

DUPONT DE NEMOURS INTERNATIONAL SARL

By: _____

Printed Name: _____

Title: _____

DU PONT PRODUCTS S.A.

By: _____

Printed Name: _____

Title: _____

DUPONT TURKIYE KIMYASAL URUNLER SANAYI VE TICARET ANONIM SIRKETI

By: _____

Printed Name: _____

Title: _____

DU PONT (U.K.) LTD.

By: _____

Printed Name: _____

Title: _____

DUPONT S.A. DE C.V.

By: _____

Printed Name: _____

Title: _____

DANISCO (CHINA) CO. LTD.

By: _____

Printed Name: _____

Title: _____

E. I. DU PONT CANADA COMPANY

By: _____

Printed Name: _____

Title: _____

DU PONT (AUSTRALIA) PTY LTD.

By: _____

Printed Name: _____

Title: _____

DU PONT CHINA HOLDING COMPANY LTD.

By: _____

Printed Name: _____

Title: _____

PT DU PONT AGRICULTURAL PRODUCTS INDONESIA

By: _____

Printed Name: _____

Title: _____

DU PONT KABUSHIKI KAISHA

By: _____

Printed Name: _____

Title: _____

DU PONT (KOREA) INC.

By: _____

Printed Name: _____

Title: _____

DUPONT MALAYSIA SDN BHD

By: _____

Printed Name: _____

Title: _____

DU PONT FAR EAST (PHILIPPINES BRANCH)

By: _____

Printed Name: _____

Title: _____

DU PONT COMPANY (SINGAPORE) PTE LTD.

By: _____

Printed Name: _____

Title: _____

DU PONT TAIWAN LIMITED

By: _____

Printed Name: _____

Title: _____

DUPONT (THAILAND) LIMITED

By: _____

Printed Name: _____

Title: _____

DU PONT ARGENTINA S.R.L.

By: _____

Printed Name: _____

Title: _____

DU PONT DO BRASIL S.A.

By: _____

Printed Name: _____

Title: _____

DU PONT DE COLOMBIA, S.A.

By: _____

Printed Name: _____

Title: _____

SEMILLAS PIONEER CHILE LTDA.

By: _____

Printed Name: _____

Title: _____

RECIPIENT ENTITIES:

THE CHEMOURS COMPANY, LLC

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY TT, LLC

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY (AUSTRALIA) PTY LTD

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS (CHANGSHU) FLUORO TECHNOLOGY CO., LTD

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS CHEMICAL SHANGHAI CO. LTD.

By: _____

Printed Name: _____

Title: _____

CHEMOURS HONG KONG HOLDING LIMITED

By: _____

Printed Name: _____

Title: _____

CHEMOURS KABUSHIKI KAISHA

By: _____

Printed Name: _____

Title: _____

CHEMOURS KOREA INC.

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS MALAYSIA SDN BHD

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY SINGAPORE PTE. LTD.

By: _____

Printed Name: _____

Title: _____

CHEMOURS TITANIUM TECHNOLOGIES (TAIWAN) LTD.

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS (TAIWAN) COMPANY LIMITED

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS (THAILAND) COMPANY LIMITED

By: _____

Printed Name: _____

Title: _____

CHEMOURS BELGIUM BVBA

By: _____

Printed Name: _____

Title: _____

CHEMOURS FRANCE SAS

By: _____

Printed Name: _____

Title: _____

CHEMOURS DEUTSCHLAND GMBH

By: _____

Printed Name: _____

Title: _____

CHEMOURS ITALY S.R.L.

By: _____

Printed Name: _____

Title: _____

CHEMOURS NETHERLANDS BV

By: _____

Printed Name: _____

Title: _____

DORDRECHT ENERGY SUPPLY COMPANY (DESCO) C.V.

By: _____

Printed Name: _____

Title: _____

CHEMOURS SPAIN S.L.

By: _____

Printed Name: _____

Title: _____

CHEMOSWED AB

By: _____

Printed Name: _____

Title: _____

CHEMOURS INTERNATIONAL OPERATIONS SÀRL

By: _____

Printed Name: _____

Title: _____

CHEMOURS SERVICES SÀRL

By: _____

Printed Name: _____

Title: _____

CHEMOURS TR KIMYASAL URUNLER LIMITED SIRKETI

By: _____

Printed Name: _____

Title: _____

ANTEC INTERNATIONAL LTD.

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY S.R.L.

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY INDÚSTRIA E COMÉRCIO DE PRODUCTOS QUÍMICOS LIMITIDA

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY CHILE LIMITADA

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY COLOMBIA S.A.S.

By: _____

Printed Name: _____

Title: _____

INITIATIVES DE MEXICO. S.A. DE C.V.

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY MEXICANA S. DE R.L. DE C.V.

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY MEXICO, S. DE R.L. DE C.V.

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY SERVICIOS, S. DE R.L. DE C.V.

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS CANADA COMPANY

By: _____

Printed Name: _____

Title: _____

FIRST CHEMICAL TEXAS

By: _____

Printed Name: _____

Title: _____

FIRST CHEMICAL CORP

By: _____

Printed Name: _____

Title: _____

INTERNATIONAL DIOXIDE

By: _____

Printed Name: _____

Title: _____

THE CHEMOURS COMPANY FC, LLC

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGED:

PRIMARY COORDINATOR FOR THE PROVIDER PARTIES

By: _____

Printed Name: _____

Title: Primary Coordinator

PRIMARY COORDINATOR FOR THE RECIPIENT PARTIES

By: _____

Printed Name: _____

Title: Primary Coordinator

Exhibit A
Transitional Services

As of the Effective Time:

SLA No.	Title

Exhibit B
Recipient Group Legal Entities

Exhibit 10.2

TAX MATTERS AGREEMENT

DATED AS OF [ ], 2015
BY AND AMONG

E.I. DU PONT DE NEMOURS AND COMPANY

AND

THE CHEMOURS COMPANY

TABLE OF CONTENTS

TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this "**Agreement**") is entered into as of [ ], 2015, by and among E.I. du Pont de Nemours and Company ("**DuPont**"), a Delaware corporation, and The Chemours Company ("**Chemours**"), a Delaware corporation and a wholly owned subsidiary of DuPont. (DuPont and Chemours are sometimes collectively referred to herein as the "**Companies**" and, as the context requires, individually referred to herein as the "**Company**").

RECITALS

WHEREAS, the Board of Directors of DuPont has determined that it would be appropriate and desirable to separate completely the Chemours Business (as defined below) from DuPont;

WHEREAS, as of the date hereof, DuPont is the common parent of an affiliated group of corporations, including Chemours, which has elected to file consolidated Federal income tax returns;

WHEREAS, the Companies have undertaken the Contribution (as defined below);

WHEREAS, the Companies have undertaken the Debt-for-Debt Exchange as described in the Separation Agreement (as defined below) and intend to undertake the Distribution;

WHREAS, the Companies intend for the Contribution, the Debt-For-Debt Exchange and the Distribution to qualify for Tax-Free Status;

WHEREAS, the Companies desire to provide for and agree upon the allocation between the parties of liabilities, and entitlements to refunds thereof, for certain Taxes arising prior to, at the time of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes and to set forth certain covenants and indemnities relating to the Tax-Free Status of the Contribution, the Debt-For-Debt Exchange and the Distribution;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

Section 1. Definition of Terms. For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Separation Agreement:

"**Active Trade or Business**" means, with respect to Chemours, the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) of the Chemours Business as conducted immediately prior to the Distribution, or, with respect to another Separation Transaction intended to qualify as tax-free pursuant to Section 355 of the Code or analogous provisions of state, local or foreign law, the active conduct (as defined in Section 355(b)(2) of the Code and the regulations thereunder, or the analogous provisions of state or local law) by the relevant Chemours Entity of the Chemours Business relating to such Chemours Entity as conducted immediately prior to such Separation Transaction.

"**Adjustment Request**" means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (i) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (ii) any claim for equitable recoupment or other offset, and (iii) any claim for refund or credit of Taxes previously paid.

"**Affiliate**" has the meaning set forth in the Separation Agreement.

"**Agreement**" means this Tax Matters Agreement.

"**Board Certificate**" has the meaning set forth in Section 6.01(d) of this Agreement.

"**Business Day**" has the meaning set forth in the Separation Agreement.

"**Chemours**" has the meaning provided in the first sentence of this Agreement.

"**Chemours Assets**" has the meaning set forth in the Separation Agreement.

"**Chemours Business**" has the meaning set forth in the Separation Agreement.

"**Chemours Capital Stock**" means all classes or series of capital stock of Chemours, including (i) the Chemours Common Stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in Chemours for U.S. federal income tax purposes.

"**Chemours Carryback**" means any net operating loss, net capital loss, excess tax credit, or other similar Tax item of any member of the Chemours Group which may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

"**Chemours Common Stock**" has the meaning set forth in the Separation Agreement.

"**Chemours Entity**" means an entity which will be a member of the Chemours Group immediately after the Distribution.

"**Chemours Group**" means (i) Chemours and its Affiliates, as determined immediately after the Distribution, as well as (ii) any entity which (A) was an Affiliate of DuPont or an Affiliate of a member of the Chemours Group described in clause (i), (B) conducted solely or predominantly the Chemours Business, and (C) is no longer an Affiliate of DuPont as of the Distribution.

"**Chemours Liabilities**" has the meaning set forth in the Separation Agreement.

"**Chemours Separate Return**" means any Tax Return of or including any member of the Chemours Group (including any consolidated, combined or unitary return) that does not include any member of the DuPont Group.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Companies**" and "**Company**" have the meaning provided in the first sentence of this Agreement.

"**Contribution**" has the meaning set forth in the Separation Agreement.

"**Controlling Party**" has the meaning set forth in Section 9.02(c) of this Agreement.

"**Debt-for-Debt Exchange**" has the meaning set forth in the Separation Agreement.

"**Debt-for-Debt Indebtedness**" has the meaning set forth in the Separation Agreement.

"**DGCL**" means the Delaware General Corporation Law.

"**Dispute**" has the meaning set forth in Section 13 of this Agreement.

"**Distribution**" has the meaning set forth in the Separation Agreement.

"**Distribution Date**" means the date on which the Distribution occurs.

"**DuPont**" has the meaning provided in the first sentence of this Agreement.

"**DuPont Affiliated Group**" means the affiliated group (as that term is defined in Section 1504 of the Code and the regulations thereunder) of which DuPont is the common parent.

"**DuPont Federal Consolidated Income Tax Return**" means any United States federal Income Tax Return for the DuPont Affiliated Group.

"**DuPont Group**" means DuPont and its Affiliates, excluding any entity that is a member of the Chemours Group, as determined immediately after the Distribution.

"**DuPont Retained Business**" has the meaning provided in the Separation Agreement.

"**DuPont Separate Return**" means any Tax Return of or including any member of the DuPont Group (including any consolidated, combined or unitary return) that does not include any member of the Chemours Group.

"**Employee Matters Agreement**" means the Employee Matters Agreement, dated as of [ ], by and among DuPont and Chemours.

"**Employment Tax**" means any Tax the liability or responsibility for which is allocated pursuant to the Employee Matters Agreement.

"**Federal Income Tax**" means any Tax imposed by Subtitle A of the Code other than an Employment Tax, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Federal Other Tax**" means any Tax imposed by the Code other than any Federal Income Taxes or Employment Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Fifty-Percent or Greater Interest**" has the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code.

"**Filing Date**" has the meaning set forth in Section 6.04(d) of this Agreement.

"**Final Determination**" means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (i) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of a State, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such taxable period (as the case may be); (ii) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (iii) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of a State, local, or foreign taxing jurisdiction; (iv) by any allowance of a refund or credit in respect of an overpayment of a Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (v) by a final settlement resulting from a treaty-based competent authority determination; or (vi) by any other final disposition, including by reason of the expiration of the applicable statute of limitations, the execution of a pre-filing agreement with the IRS or other Tax Authority, or by mutual agreement of the parties.

"**Foreign Income Tax**" means any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, which is an income tax as defined in Treasury Regulation Section 1.901-2, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Foreign Other Tax**" means any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession other than any Foreign Income Taxes or Employment Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Gain Recognition Agreement**" means a gain recognition agreement as described in Treasury Regulations Section 1.367(a)-8 or any successor provision thereto.

"**Group**" means the DuPont Group or the Chemours Group, or both, as the context requires.

"**Income Tax**" means any Federal Income Tax, State Income Tax or Foreign Income Tax.

"**Indemnitee**" has the meaning set forth in Section 12.02 of this Agreement.

"**Indemnitor**" has the meaning set forth in Section 12.02 of this Agreement.

"**Internal Restructuring**" has the meaning set forth in Section 6.01(e) of this Agreement.

"**IRS**" means the United States Internal Revenue Service.

"**Joint Return**" means any Tax Return that actually includes, by election or otherwise, one or more members of the DuPont Group together with one or more members of the Chemours Group.

"**Non-Controlling Party**" has the meaning set forth in Section 9.02(c) of this Agreement.

"**Notified Action**" has the meaning set forth in Section 6.03(a) of this Agreement.

"**Past Practices**" has the meaning set forth in Section 3.04(b) of this Agreement.

"**Payment Date**" means (i) with respect to any DuPont Federal Consolidated Income Tax Return, (A) the due date for any required installment of estimated taxes determined under Section 6655 of the Code, (B) the due date (determined without regard to extensions) for filing the return determined under Section 6072 of the Code, or (C) the date the return is filed, as the case may be, and (ii) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law.

"**Payor**" has the meaning set forth in Section 4.03 of this Agreement.

"**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. federal income tax purposes.

"**Post-Distribution Period**" means any Tax Period beginning after the Distribution Date and, in the case of any Straddle Period, the portion of such Tax Period beginning on the day after the Distribution Date.

"**Pre-Distribution Period**" means any Tax Period ending on or before the Distribution Date and, in the case of any Straddle Period, the portion of such Straddle Period ending on the Distribution Date.

"**Preliminary Tax Advisor**" has the meaning set forth in Section 13.03 of this Agreement.

"**Prime Rate**" means the base rate on corporate loans charged by Citibank, N.A. from time to time, compounded daily on the basis of a year of 365 or 366 (as applicable) days and actual days elapsed.

"**Privilege**" means any privilege that may be asserted under applicable law, including, any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

"**Proposed Acquisition Transaction**" means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulation Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by Chemours management or shareholders, is a hostile acquisition, or otherwise, as a result of which Chemours would merge or consolidate with any other Person or as a result of which any Person or any group of related Persons would (directly or indirectly) acquire, or have the right to acquire, from Chemours and/or one or more holders of outstanding shares of Chemours Capital Stock, a number of shares of Chemours Capital Stock that would, when combined with any other changes in ownership of Chemours Capital Stock pertinent for purposes of Section 355(e) of the Code, comprise 40% or more of (i) the value of all outstanding shares of stock of Chemours as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (ii) the total combined voting power of all outstanding shares of voting stock of Chemours as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by Chemours of a shareholder rights plan or (ii) issuances by Chemours that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

"**Registration Rights Agreement**" means the Registration Rights Agreement dated [ ], by and among Chemours, Credit Suisse Securities (USA) LLC, J.P. Morgan Securities LLC, and the other parties thereto.

"**Representation Letters**" means the statements of facts and representations, officer's certificates, representation letters and any other materials (including, without limitation, a Ruling Request and any related supplemental submissions to the IRS or other Tax Authority) delivered or deliverable by DuPont, its Affiliates or representatives thereof in connection with the rendering by Tax Advisors, and/or the issuance by the IRS or other Tax Authority, of the Tax Opinions/Rulings.

"**Required Action**" has the meaning set forth in Section 6.01(f) of this Agreement.

"**Required Party**" has the meaning set forth in Section 4.03 of this Agreement.

"**Responsible Company**" means, with respect to any Tax Return, the Company having responsibility for preparing and filing such Tax Return under this Agreement.

"**Retention Date**" has the meaning set forth in Section 8.01 of this Agreement.

"**Ruling**" means a private letter ruling issued by the IRS to DuPont in connection with the Contribution and Distribution.

"**Ruling Request**" means any letter filed by DuPont with the IRS or other Tax Authority requesting a ruling regarding certain tax consequences of the Separation Transactions (including all attachments, exhibits, and other materials submitted with such ruling request letter) and any amendment or supplement to such ruling request letter.

"**Section 6.01(d) Acquisition Transaction**" means any transaction or series of transactions that is not a Proposed Acquisition Transaction but would be a Proposed Acquisition Transaction if the percentage reflected in the definition of Proposed Acquisition Transaction were 25% instead of 40%.

"**Separate Return**" means a DuPont Separate Return or a Chemours Separate Return, as the case may be.

"**Separation Agreement**" means the Separation Agreement, as amended from time to time, by and among DuPont and Chemours dated [ ].

"**Separation Plan**" means the diagram depicting the transactions undertaken in connection with the separation of the Chemours Business from the DuPont Retained Business, as provided to Chemours by DuPont prior to the date hereof, as updated from time to time by DuPont at its sole discretion prior to the Distribution.

"**Separation Transactions**" means those transactions undertaken by the Companies and their Affiliates pursuant to the Separation Plan to separate ownership of the Chemours Business from ownership of the DuPont Retained Business.

"**State Income Tax**" means any Tax imposed by any State of the United States or by any political subdivision of any such State which is imposed on or measured by net income, including state or local franchise or similar Taxes measured by net income, as well as any state or local franchise, capital or similar Taxes imposed in lieu of a tax imposed on or measured by net income, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**State Other Tax**" means any Tax imposed by any State of the United States or by any political subdivision of any such State other than any State Income Taxes or Employment Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Straddle Period**" means any Tax Period that begins before and ends after the Distribution Date.

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

"**Tax Advisor**" means a tax counsel or accountant, in each case of recognized national standing.

"**Tax Attribute**" means a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, general business credit, research and development credit, earnings and profits, basis, or any other Tax Item that could reduce a Tax or create a Tax Benefit.

"**Tax Authority**" means, with respect to any Tax, the governmental entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"**Tax Benefit**" means any refund, credit, or other reduction in otherwise required liability for Taxes.

"**Tax Contest**" means an audit, review, examination, or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

"**Tax-Free Status**" means the qualification of the Contribution, the Debt-for Debt Exchange and the Distribution, taken together, (i) as a reorganization described in Sections 355(a) and 368(a)(1)(D) of the Code, (ii) as a transaction in which the stock distributed thereby is "qualified property" for purposes of Sections 355(d), 355(e) and 361(c) of the Code and in which the Debt-for-Debt Indebtedness are "securities" within the meaning of Section 361(a) of the Code, and (iii) as a transaction in which DuPont, Chemours and the shareholders of DuPont recognize no income or gain for U.S. federal income tax purposes pursuant to Sections 355, 361 and 1032 of the Code, other than, in the case of DuPont and Chemours, intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code.

"**Tax Item**" means, with respect to any Income Tax, any item of income, gain, loss, deduction, or credit.

"**Tax Law**" means the law of any governmental entity or political subdivision thereof relating to any Tax.

"**Tax Opinions/Rulings**" means the opinions of Tax Advisors and/or the rulings by the IRS or other Tax Authorities deliverable to DuPont in connection with the Contribution and the Distribution or otherwise with respect to the Separation Transactions.

"**Tax Period**" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

"**Tax Records**" means any (i) Tax Returns, (ii) Tax Return workpapers, (iii) documentation relating to any Tax Contests, and (iv) any other books of account or records (whether or not in written, electronic or other tangible or intangible forms and whether or not stored on electronic or any other medium) required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority, in each case filed with respect to or otherwise relating to Taxes.

"**Tax-Related Losses**" means (i) all Taxes (including interest and penalties thereon) imposed pursuant to any settlement, Final Determination, judgment or otherwise; (ii) all accounting, legal and other professional fees, and court costs incurred in connection with such Taxes, as well as any other out-of-pocket costs incurred in connection with such Taxes; and (iii) all costs, expenses and damages associated with stockholder litigation or controversies and any amount paid by DuPont (or any DuPont Affiliate) or Chemours (or any Chemours Affiliate) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Tax Authority, in each case, resulting from the failure of the Contribution, the Debt-for-Debt Exchange and the Distribution to have Tax-Free Status or from the failure of a Separation Transaction to have the tax treatment described in the Tax Opinions/Rulings.

"**Tax Return**" or "**Return**" means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document required to be filed under the Code or other Tax Law with respect to Taxes, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

"**Transfer Pricing Adjustment**" means any proposed or actual allocation by a Tax Authority of any Tax Item between or among any member of the DuPont Group and any member of the Chemours Group with respect to any Tax Period ending prior to or including the Distribution Date.

"**Transfer Taxes**" means all sales, use, transfer, real property transfer, intangible, recordation, registration, documentary, stamp or similar Taxes imposed on the Separation Transactions (excluding, for the avoidance of doubt, any Income Taxes).

"**Treasury Regulations**" means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

"**Unqualified Tax Opinion**" means an unqualified "will" opinion of a Tax Advisor, which Tax Advisor is acceptable to DuPont, on which DuPont may rely to the effect that a transaction will not affect the Tax-Free Status. Any such opinion must assume that the Contribution, the Debt-for-Debt Exchange and the Distribution would have qualified for Tax-Free Status if the transaction in question did not occur.

"**U.S. Property Taxes**" means all real property, personal property or other property Taxes imposed by the United States, by any State of the United States, or by any political subdivision of the foregoing.

Section 2. Allocation of Tax Liabilities.

Section 2.01 General Rule.

(a) DuPont Liability. DuPont shall be liable for, and shall indemnify and hold harmless the Chemours Group from and against any liability for, Taxes which are allocated to DuPont under this Section 2.

(b) Chemours Liability. Chemours shall be liable for, and shall indemnify and hold harmless the DuPont Group from and against any liability for, Taxes which are allocated to Chemours under this Section 2.

Section 2.02 Allocation of United States Federal Income and Federal Other Taxes. Except as provided in Section 2.05, Section 2.07, Section 2.08 or Section 2.09, Federal Income Tax and Federal Other Tax shall be allocated as follows:

(a) Allocation of Federal Income Tax and Federal Other Tax Relating to Joint Returns

(i) *Allocation for Pre-Distribution Periods*. With respect to any Joint Return, DuPont shall be responsible for any and all Federal Income Taxes or Federal Other Taxes due with respect to or required to be reported on any such Income Tax Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods.

(b) Allocation of Federal Income Tax and Federal Other Tax Relating to Separate Returns.

(i) DuPont shall be responsible for any and all Federal Income Taxes or Federal Other Taxes due with respect to or required to be reported on any DuPont Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

(ii) Chemours shall be responsible for any and all Federal Income Taxes or Federal Other Taxes due with respect to or required to be reported on any Chemours Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

Section 2.03 Allocation of State Income and State Other Taxes. Except as provided in Section 2.05, Section 2.07, Section 2.08 or Section 2.09, State Income Tax and State Other Tax shall be allocated as follows:

(a) Allocation of State Income Tax and State Other Tax Relating to Joint Returns

(i) *Allocation for Pre-Distribution Periods*. DuPont shall be responsible for any and all State Income Taxes or State Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods.

(b) Allocation of State Income Tax and State Other Tax Relating to Separate Returns.

(i) DuPont shall be responsible for any and all State Income Taxes or State Other Taxes due with respect to or required to be reported on any DuPont Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

(ii) Chemours shall be responsible for any and all State Income Taxes or State Other Taxes due with respect to or required to be reported on any Chemours Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

Section 2.04 Allocation of Foreign Income and Foreign Other Taxes. Except as provided in Section 2.05, Section 2.07 or Section 2.08, Foreign Income Tax and Foreign Other Tax shall be allocated as follows:

(a) Allocation of Foreign Income Tax and Foreign Other Tax Relating to Joint Returns

(i) *Allocation to Chemours for Pre-Distribution Periods*. Chemours shall be responsible for any and all Foreign Income Taxes or Foreign Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the Chemours Group for all Pre-Distribution Periods, as determined pursuant to Section 2.06.

(ii) *Allocation to DuPont for Pre-Distribution Periods*. DuPont shall be responsible for any and all Foreign Income Taxes or Foreign Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) other than those Foreign Income Taxes described in Section 2.04(a)(i) for all Pre-Distribution Periods.

(b) Allocation of Foreign Income Tax and Foreign Other Tax Relating to Separate Returns.

(i) DuPont shall be responsible for any and all Foreign Income Taxes or Foreign Other Taxes due with respect to or required to be reported on any DuPont Separate Return, including any Foreign Income Tax of DuPont or any member of the DuPont Group imposed by way of withholding by a member of the Chemours Group (and including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

(ii) Chemours shall be responsible for any and all Foreign Income Taxes or Foreign Other Taxes due with respect to or required to be reported on any Chemours Separate Return, including any Foreign Income Tax of Chemours or any member of the Chemours Group imposed by way of withholding by a member of the DuPont Group (and including any increase in such Tax as a result of a Final Determination) for all Tax Periods.

Section 2.05 Certain Employment Taxes.

(a) Allocation of Employment Taxes. Notwithstanding anything contained herein to the contrary, this Agreement, including Section 2 hereof, shall not apply with respect to Employment Taxes. Employment Taxes shall be allocated as provided in the Employee Matters Agreement.

Section 2.06 Determination of Tax Attributable to the Chemours Business.

(a) Foreign Income Tax. For purposes of Section 2.04(a)(i), the amount of Foreign Income Taxes attributable to the Chemours Group shall be as determined by DuPont on a pro forma Chemours Group return prepared:

(i) including only Tax Items of members of the Chemours Group that were included in the relevant Joint Return;

(ii) using all elections, accounting methods and conventions used on such Joint Return for such period; and

(iii) applying the highest statutory marginal corporate Income Tax rate in effect for such Tax Period.

(b) Limitation. The amount of Foreign Income Taxes attributable to the Chemours Business for any Tax Period shall not be less than zero.

Section 2.07 Chemours Liability. Chemours shall be liable for, and shall indemnify and hold harmless the DuPont Group from and against, any liability for:

(a) any Tax resulting from a breach by Chemours of any covenant in this Agreement, the Separation Agreement or any Ancillary Agreement; and

(b) any Tax-Related Losses for which Chemours is responsible pursuant to Section 6.04 of this Agreement.

Section 2.08 DuPont Liability. DuPont shall be liable for, and shall indemnify and hold harmless the Chemours Group from and against, any liability for:

(a) any Tax resulting from a breach by DuPont of any covenant in this Agreement, the Separation Agreement or any Ancillary Agreement; and

(b) any Tax-Related Losses for which DuPont is responsible pursuant to Section 6.04 of this Agreement.

Section 2.09 Allocation of U.S. Property Taxes. In the case of any U.S. Property Taxes imposed on or with respect to any real, personal or other property held by the Chemours Group immediately after the Distribution, liability for such U.S. Property Taxes for any Straddle Period shall be apportioned as follows:

(a) DuPont shall be responsible for the portion of such U.S. Property Taxes allocable to the Pre-Distribution Period, determined by comparing the number of days in such Pre-Distribution Period to the total number of days in such Straddle Period and allocating on a pro-rata basis; and

(b) Chemours shall be responsible for the portion of such U.S. Property Taxes allocable to the Post-Distribution Period, determined by comparing the number of days in such Post-Distribution Period to the total number of days in such Straddle Period and allocating on a pro-rata basis.

Section 3. Preparation and Filing of Tax Returns.

Section 3.01 DuPont's Responsibility. DuPont has the exclusive obligation and right to prepare and file, or to cause to be prepared and filed:

(a) All Joint Returns; and

(b) DuPont Separate Returns.

Section 3.02 Chemours's Responsibility. Chemours shall prepare and file, or shall cause to be prepared and filed, all Tax Returns required to be filed by or with respect to members of the Chemours Group other than those Tax Returns which DuPont is required to prepare and file under Section 3.01 or Section 3.03. The Tax Returns required to be prepared and filed by Chemours under this Section 3.02 shall include any Chemours Separate Returns.

Section 3.03 Tax Returns for Transfer Taxes. Tax Returns relating to Transfer Taxes shall be prepared and filed when due (including extensions) by the person obligated to file such Tax Returns under applicable Tax Law. The Companies shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Section 7 with respect to the preparation and filing of Tax Returns, including providing information required to be provided in Section 7.

Section 3.04 Tax Reporting Practices.

(a) DuPont General Rule. Except as provided in Section 3.04(c), DuPont shall prepare any Tax Return which it has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 3.01, in accordance with reasonable Tax accounting practices selected by DuPont.

(b) Chemours General Rule. Except as provided in Section 3.04(c), with respect to any Tax Return that Chemours has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 3.02, such Tax Return shall be prepared in accordance with past practices, accounting methods, elections or conventions ("**Past Practices**") used with respect to the Tax Returns in question (unless there is no reasonable basis for the use of such Past Practices), and to the extent any items are not covered by Past Practices (or in the event that there is no reasonable basis for the use of such Past Practices), in accordance with reasonable Tax accounting practices selected by Chemours.

(c) Reporting of Separation Transactions. The Tax treatment of the Separation Transactions reported on any Tax Return shall be consistent with the treatment thereof in the Ruling Requests and the Tax Opinions/Rulings, taking into account the jurisdiction in

which such Tax Returns are filed, unless there is no reasonable basis for such Tax treatment. Such treatment (including, for the avoidance of doubt, the allocation between DuPont and Chemours of any deductions arising from the Debt-for-Debt Exchange) reported on any Tax Return for which Chemours is the Responsible Company shall be consistent with that on any Tax Return filed or to be filed by DuPont or any member of the DuPont Group or caused or to be caused to be filed by DuPont, unless there is no reasonable basis for such Tax treatment. In the event that a Company shall determine that there is no reasonable basis for the Tax treatment described in either of the preceding two sentences, such Company shall notify the other Company 20 Business Days prior to filing the relevant Tax Return and the Companies shall attempt in good faith to agree on the manner in which the relevant portion of the Separation Transactions shall be reported.

Section 3.05 Consolidated or Combined Tax Returns. Chemours will elect and join, and will cause its respective Affiliates to elect and join, in filing any Joint Returns that DuPont determines are required to be filed or that DuPont elects to file pursuant to Section 3.01(a).

Section 3.06 Right to Review Tax Returns.

(a) General. The Responsible Company with respect to any material Tax Return shall make the portion of such Tax Return and related workpapers which are relevant to the determination of the other Company's rights or obligations under this Agreement available for review by the other Company, if requested, to the extent (i) such Tax Return relates to Taxes for which the requesting party would reasonably be expected to be liable, (ii) such Tax Return relates to Taxes and the requesting party would reasonably be expected to be liable in whole or in part for any additional Taxes owing as a result of adjustments to the amount of such Taxes reported on such Tax Return, (iii) such Tax Return relates to Taxes for which the requesting party would reasonably be expected to have a claim for Tax Benefits under this Agreement, or (iv) the requesting party reasonably determines that it must inspect such Tax Return to confirm compliance with the terms of this Agreement. The Responsible Company shall (i) use its reasonable best efforts to make such portion of such Tax Return available for review as required under this paragraph sufficiently in advance of the due date for filing of such Tax Return to provide the requesting party with a meaningful opportunity to analyze and comment on such Tax Return and (ii) use reasonable efforts to have such Tax Return modified before filing, taking into account the person responsible for payment of the Tax (if any) reported on such Tax Return and whether the amount of Tax liability allocable to the requesting party with respect to such Tax Return is material. The Companies shall attempt in good faith to resolve any issues arising out of the review of such Tax Return.

(b) Material Tax Returns. For purposes of Section 3.06(a), a Tax Return is "material" if it could reasonably be expected to reflect (A) Tax liability equal to or in excess of $1 million, (B) a credit or credits equal to or in excess of $1 million or (C) a loss or losses equal to or in excess of $3 million, in each case with respect to the requesting party.

Section 3.07 Chemours Carrybacks and Claims for Refund. Chemours hereby agrees that, unless DuPont consents in writing, (i) no Adjustment Request with respect to any Tax Return for a pre-Distribution Period or Straddle Period shall be filed, and (ii) any available elections to waive the right to claim in any Pre-Distribution Period with respect to any Tax Return any Chemours Carryback arising in a Post-Distribution Period shall be made, and no affirmative election shall be made to claim any such Chemours Carryback.

Section 3.08 Apportionment of Tax Attributes. DuPont may in good faith advise Chemours in writing of the amount, if any, of any Tax Attributes, which DuPont determines, in its sole and absolute discretion, shall be allocated or apportioned to the Chemours Group under applicable law, or may provide Chemours relevant information for making such determination on an as-is basis, provided that this Section 3.08 shall not be construed as obligating DuPont to undertake any such determination or provide any such information. For the avoidance of doubt, DuPont makes no representation or warranty as to the accuracy or completeness of any such determination or information. Chemours and all members of the Chemours Group shall prepare all Tax Returns in accordance with any such determination. Chemours agrees that it shall not dispute DuPont's allocation or apportionment of Tax Attributes. Chemours may request that DuPont undertake a determination of the portion, if any, of any particular Tax Attribute to be allocated or apportioned to the Chemours Group under applicable law; to the extent that DuPont determines, in its sole and absolute discretion, not to undertake such determination, or does not otherwise advise Chemours of its intention to undertake such determination within 20 Business Days of the receipt of such request, Chemours shall be permitted to undertake such determination at its own cost and expense and shall notify DuPont of its determination, which determination shall not be binding upon DuPont. Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, DuPont shall bear no liability to Chemours for determinations made by DuPont pursuant to this Section 3.08 if any such determination shall be found or asserted to be inaccurate.

Section 4. Tax Payments.

Section 4.01 Payment of Taxes With Respect to Certain Joint Returns. In the case of any Joint Return:

(a) Computation and Payment of Tax Due. At least three Business Days prior to any Payment Date for any such Tax Return, the Responsible Company shall compute the amount of Tax required to be paid to the applicable Tax Authority (taking into account the requirements of Section 3.04 relating to consistent accounting practices, as applicable) with respect to such Tax Return on such Payment Date. The Responsible Company shall pay such amount to such Tax Authority on or before such Payment Date (and provide notice and proof of payment to the other Company).

(b) Computation and Payment of Liability With Respect To Tax Due. Within 20 Business Days following the earlier of (i) the due date (including extensions) for filing any such Tax Return (excluding any Tax Return with respect to payment of estimated Taxes or Taxes due with a request for extension of time to file) or (ii) the date on which such Tax Return is filed, if DuPont is the Responsible Company, then Chemours shall pay to DuPont the amount allocable to the Chemours Group under the provisions of Section 2, and if Chemours is the Responsible Company, then DuPont shall pay to Chemours the amount allocable to the DuPont Group under the provisions of Section 2, in each case, plus interest computed at the Prime Rate on the amount of the payment based on the number of days from the earlier of (i) the due date of the Tax Return (including extensions) or (ii) the date on which such Tax Return is filed, to the date of payment.

(c) Adjustments Resulting in Underpayments. In the case of any adjustment pursuant to a Final Determination with respect to any such Tax Return, the Responsible Company shall pay to the applicable Tax Authority when due any additional Tax due with respect to such Return required to be paid as a result of such adjustment pursuant to a Final Determination. The Responsible Company shall compute the amount attributable to the Chemours Group in accordance with Section 2 and Chemours shall pay to DuPont any amount due DuPont (or DuPont shall pay Chemours any amount due Chemours) under Section 2 within 20 Business Days from the later of (i) the date the additional Tax was paid by the Responsible Company or (ii) the date of receipt of a written notice and demand from the Responsible Company for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Any payments required under this Section 4.01(c) shall include interest computed at the Prime Rate based on the number of days from the date the additional Tax was paid by the Responsible Company to the date of the payment under this Section 4.01(c).

Section 4.02 Payment of Separate Company Taxes. Each Company shall pay, or shall cause to be paid, to the applicable Tax Authority when due all Taxes owed by such Company or a member of such Company's Group with respect to a Separate Return.

Section 4.03 Indemnification Payments.

(a) If any Company (the "**Payor**") is required under applicable Tax Law to pay to a Tax Authority a Tax that another Company (the "**Required Party**") is liable for under this Agreement, the Required Party shall reimburse the Payor within 20 Business Days of delivery by the Payor to the Required Party of an invoice for the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. The reimbursement shall include interest on the Tax payment computed at the Prime Rate based on the number of days from the date of the payment to the Tax Authority to the date of reimbursement under this Section 4.03.

(b) All indemnification payments under this Agreement shall be made by DuPont directly to Chemours and by Chemours directly to DuPont; *provided*, *however*, that if the Companies mutually agree with respect to any such indemnification payment, any member of the DuPont Group, on the one hand, may make such indemnification payment to any member of the Chemours Group, on the other hand, and vice versa. All indemnification payments shall be treated in the manner described in Section 12.01.

Section 5. Tax Refunds and Transfer Pricing Adjustments.

Section 5.01 Tax Refunds. DuPont shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which DuPont is liable hereunder, Chemours shall be entitled (subject to the limitations provided in Section 3.07) to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which Chemours is liable hereunder and a Company receiving a refund to which another Company is entitled hereunder shall pay over such refund to such other Company within 20 Business Days after such refund is received (together with interest computed at the Prime Rate based on the number of days from the date the refund was received to the date the refund was paid over).

Section 5.02 Transfer Pricing Adjustments

If pursuant to a Final Determination any Transfer Pricing Adjustment is made which results in (i) a Tax for which DuPont is liable hereunder and (ii) a Tax Benefit allowable to a member of the Chemours Group, Chemours shall make payment to DuPont, within thirty (30) days following such Final Determination, in an amount equal to the present value of such Tax Benefit (including any Tax Benefit made allowable as a result of the payment). The amount of a Tax Benefit shall be calculated by: (x) using the highest relevant marginal Tax rates in effect at the time of the Final Determination; (y) assuming the relevant Chemours Group member will be liable for such Taxes at such rate and has no Tax Attributes at the time of the Final Determination; and (z) assuming that any such Tax Benefit is used at the earliest date allowable by applicable law. The present value referred to in the preceding sentence shall be determined using a discount rate equal to the mid-term applicable federal rate in effect at the time of the Final Determination.

Section 6. Tax-Free Status.

Section 6.01 Restrictions on Chemours.

(a) Chemours agrees that it will not take or fail to take, or permit any Chemours Affiliate, as the case may be, to take or fail to take, any action where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in any Representation Letters or Tax Opinions/Rulings. Chemours agrees that it will not take or fail to take, or permit any Chemours Affiliate, as the case may be, to take or fail to take, any action which adversely affects or could reasonably be expected to adversely affect (A) the Tax-Free Status of the Contribution, the Debt-for-Debt Exchange and the Distribution, or (B) the qualification of any Separation Transaction under U.S. federal, state, local or non-U.S. Tax Law as wholly or partially tax-free or tax-deferred (including, but not limited to, those transactions described in any of the Tax Opinions/Rulings received with respect to such Separation Transaction).

(b) Chemours agrees that, from the date hereof until the first Business Day after the two-year anniversary of the Distribution Date, it will (i) maintain its status as a company engaged in the Active Trade or Business for purposes of Section 355(b)(2) of the Code, (ii) not engage in any transaction that would result in it ceasing to be a company engaged in the Active Trade or Business for purposes of Section 355(b)(2) of the Code, (iii) cause each Chemours Affiliate whose Active Trade or Business is relied upon in the Tax Opinions/Rulings for purposes of qualifying a transaction as tax-free pursuant to Section 355 of the Code or other Tax Law to maintain its status as a company engaged in such Active Trade or Business for purposes of Section 355(b)(2) of the Code and any such other applicable Tax Law, (iv) not engage in any transaction or permit a Chemours Affiliate to engage in any transaction that would result in a Chemours Affiliate described in clause (iii) hereof ceasing to be a company engaged in the relevant Active Trade or Business for purposes of Section 355(b)(2) or such other applicable Tax Law, taking into account Section 355(b)(3) of the Code for

purposes of clauses (i) through (iv) hereof, and (v) not dispose of or permit a Chemours Affiliate to dispose of, directly or indirectly, any interest in a Chemours Affiliate described in clause (iii) hereof or permit any such Chemours Affiliate to make or revoke any election under Treasury Regulation Section 301.7701-3.

(c) Chemours agrees that, from the date hereof until the first Business Day after the two-year anniversary of the Distribution Date, it will not and will not permit any Chemours Affiliate described in clause (iii) of Section 6.01(b) to (i) enter into any Proposed Acquisition Transaction or, to the extent Chemours has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur (whether by (a) redeeming rights under a shareholder rights plan, (b) finding a tender offer to be a "permitted offer" under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, (c) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the DGCL or any similar corporate statute, any "fair price" or other provision of Chemours's charter or bylaws, (d) amending its certificate of incorporation to declassify its Board of Directors or approving any such amendment, or otherwise), (ii) merge or consolidate with any other Person or liquidate or partially liquidate, (iii) in a single transaction or series of transactions sell or transfer (other than sales or transfers of inventory in the ordinary course of business) all or substantially all of the assets that were transferred to Chemours pursuant to the Contribution or sell or transfer 25% or more of the gross assets of any Active Trade or Business or 25% or more of the consolidated gross assets of Chemours and its Affiliates (such percentages to be measured based on fair market value as of the initial Distribution Date), (iv) redeem or otherwise repurchase (directly or through a Chemours Affiliate) any Chemours stock, or rights to acquire stock, except to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48), (v) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of Chemours Capital Stock (including, without limitation, through the conversion of one class of Chemours Capital Stock into another class of Chemours Capital Stock) or (vi) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation made in the Representation Letters or the Tax Opinions/Rulings) which in the aggregate (and taking into account any other transactions described in this subparagraph (d)) would be reasonably likely to have the effect of causing or permitting one or more persons (whether or not acting in concert) to acquire directly or indirectly stock representing a Fifty-Percent or Greater Interest in Chemours or otherwise jeopardize the Tax-Free Status, *unless* prior to taking any such action set forth in the foregoing clauses (i) through (vi), (A) Chemours shall have requested that DuPont obtain a Ruling in accordance with Section 6.04(b) and (d) of this Agreement to the effect that such transaction will not affect the Tax-Free Status and DuPont shall have received such a Ruling in form and substance satisfactory to DuPont in its sole and absolute discretion, or (B) Chemours shall provide DuPont with an Unqualified Tax Opinion in form and substance satisfactory to DuPont in its sole and absolute discretion (and in determining whether an opinion is satisfactory, DuPont may consider, among other factors, the appropriateness of any underlying assumptions and management's representations if used as a basis for the opinion and DuPont may determine that no opinion would be acceptable to DuPont) or (C) DuPont shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion. DuPont shall not be required to take any action related to obtaining a Ruling unless and until Chemours has provided to DuPont an opinion reasonably acceptable to DuPont from a nationally recognized Tax Advisor to the effect that the outcome of the ruling process should be favorable.

(d) Certain Issuances of Chemours Capital Stock. If Chemours proposes to enter into any Section 6.01(d) Acquisition Transaction or, to the extent Chemours has the right to prohibit any Section 6.01(d) Acquisition Transaction, proposes to permit any Section 6.01(d) Acquisition Transaction to occur, in each case, during the period from the date hereof until the first Business Day after the two-year anniversary of the Distribution Date, Chemours shall provide DuPont, no later than ten Business Days following the signing of any written agreement with respect to the Section 6.01(d) Acquisition Transaction, with a written description of such transaction (including the type and amount of Chemours Capital Stock to be issued in such transaction) and a certificate of the Board of Directors of Chemours to the effect that the Section 6.01(d) Acquisition Transaction is not a Proposed Acquisition Transaction or any other transaction to which the requirements of Section 6.01(c) apply (a "**Board Certificate**").

(e) Chemours Internal Restructuring. Chemours shall not engage in, cause or permit any internal restructuring (including by making or revoking any election under Treasury Regulation Section 301.7701-3) involving a member of the Chemours Group or any contribution, sale or other transfer of any of the assets directly or indirectly contributed to Chemours as described in the Separation Agreement, to Chemours or any of its Affiliates, apart from sales in the ordinary course of business (any such action, an "**Internal Restructuring**") during or with respect to any Tax Period (or portion thereof) ending on or prior to the two-year anniversary of the Distribution Date unless Chemours shall first consult with DuPont regarding any such proposed actions reasonably in advance of taking any such proposed actions and consider in good faith any comments from DuPont relating thereto.

(f) Debt-for-Debt Indebtedness. Chemours shall not, directly or indirectly, (i) pre-pay, pay down, redeem, retire or otherwise acquire, however effected including pursuant to the terms thereof, any of the Debt-for-Debt Indebtedness prior to their stated maturity (or permit any member of the Chemours Group to take any such action), excluding, for these purposes, the exchange, pursuant to the Registration Rights Agreement, of the Transfer Restricted Securities for Exchange Securities, each as defined in the Registration Rights Agreement, or (ii) take or permit to be taken any action at any time, including, without limitation, any modification to the terms of the Debt-for-Debt Indebtedness that could jeopardize, directly or indirectly, the qualification, in whole or part, of any of the Debt-for-Debt Indebtedness as "securities" within the meaning of Section 361(a) of the Code (or permit any member of the Chemours Group to take or permit to be taken any such action), *unless* prior to taking any such action set forth in the foregoing clauses (i) or (ii), (A) Chemours shall have requested that DuPont obtain a Ruling in accordance with Section 6.04(b) and (d) of this Agreement to the effect that such transaction will not affect the Tax-Free Status and DuPont shall have received such a Ruling in form and substance satisfactory to DuPont in its sole and absolute discretion, (B) Chemours shall provide DuPont with an Unqualified Tax Opinion in form and substance satisfactory to DuPont in its sole and absolute discretion (and in determining whether an opinion is satisfactory, DuPont may consider, among other factors, the appropriateness of any underlying assumptions and management's representations if used as a basis for the opinion and DuPont may determine that no opinion would be acceptable to DuPont), or (C) DuPont shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion. Notwithstanding the foregoing, and subject to and without

limiting or modifying Chemours' indemnification obligations under Section 6.04, Chemours or a Chemours Affiliate may take, cause to be taken, or permit to be taken an action described in this Section 6.01(f) if failure to take such action would violate the terms of the Debt-for-Debt Indebtedness or any of the documents entered into in connection therewith (a "**Required Action**"). DuPont shall not be required to take any action related to obtaining a Ruling unless and until Chemours has provided to DuPont an opinion reasonably acceptable to DuPont from a nationally recognized Tax Advisor to the effect that the outcome of the ruling process should be favorable.

(g) Gain Recognition Agreements. Chemours shall not (i) take any action (including, but not limited to, the sale or disposition of any stock, securities, or other assets), (ii) permit any member of the Chemours Group to take any such action, (iii) fail to take any action, or (iv) permit any member of the Chemours Group to fail to take any action, in each case that would cause DuPont or any member of the DuPont Group to recognize gain under any Gain Recognition Agreement. In addition, Chemours shall file, and shall cause any member of the Chemours Group to file, any Gain Recognition Agreement reasonably requested by DuPont which Gain Recognition Agreement is determined by DuPont to be necessary so as to (i) allow for or preserve the tax-free or tax-deferred nature, in whole or part, of any Separation Transaction, or (ii) avoid DuPont or any member of the DuPont Group recognizing gain under any Gain Recognition Agreement.

Section 6.02 Restrictions on DuPont. DuPont agrees that it will not take or fail to take, or permit any DuPont Affiliate, as the case may be, to take or fail to take, any action (i) where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in any Representation Letters or Tax Opinions/Rulings, or (ii) which adversely affects or could reasonably be expected to adversely affect (A) the Tax-Free Status of the Contribution, the Debt-for-Debt Exchange and the Distribution, or (B) the qualification of any Separation Transaction under U.S. federal, state, local or non-U.S. Tax Law as tax free (including, but not limited to, those transactions described in any of the Tax Opinions/Rulings received with respect to such Separation Transaction) from so qualifying; *provided*, *however*, that this Section 6.02 shall not be construed as obligating DuPont to consummate the Distribution nor shall it be construed as preventing DuPont from terminating the Separation Agreement pursuant to Section 10.1 thereof. For avoid of doubt Chemours sole recourse for violations of this Section 6.02 shall be as set forth in Section 6.04(b).

Section 6.03 Procedures Regarding Opinions and Rulings.

(a) If Chemours notifies DuPont that it desires to take one of the actions described in clauses (i) through (vi) of Section 6.01(c) or clause (i) or (ii) or Section 6.01(f) (a "**Notified Action**"), DuPont and Chemours shall reasonably cooperate to attempt to obtain the Ruling or Unqualified Tax Opinion referred to in Section 6.01(c) or (f), unless DuPont shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion.

(b) Rulings or Unqualified Tax Opinions at Chemours's Request. DuPont agrees that at the reasonable request of Chemours pursuant to Section 6.01(c) or (f), DuPont shall cooperate with Chemours and use reasonable efforts to seek to obtain, as expeditiously as possible, a Ruling from the IRS or an Unqualified Tax Opinion for the purpose of permitting Chemours to take the

Notified Action. Further, in no event shall DuPont be required to file any Ruling Request under this Section 6.03(b) unless Chemours represents that (A) it has read the Ruling Request, and (B) all information and representations, if any, relating to any member of the Chemours Group, contained in the Ruling Request documents are (subject to any qualifications therein) true, correct and complete. Chemours shall reimburse DuPont for all reasonable costs and expenses, including expenses relating to the utilization of DuPont personnel, incurred by the DuPont Group in obtaining a Ruling or Unqualified Tax Opinion requested by Chemours within ten Business Days after receiving an invoice from DuPont therefor.

(c) Rulings or Unqualified Tax Opinions at DuPont's Request. DuPont shall have the right to obtain a Ruling or an Unqualified Tax Opinion at any time in its sole and absolute discretion. If DuPont determines to obtain a Ruling or an Unqualified Tax Opinion, Chemours shall (and shall cause each Affiliate of Chemours to) cooperate with DuPont and take any and all actions reasonably requested by DuPont in connection with obtaining the Ruling or Unqualified Tax Opinion (including, without limitation, by making any representation or covenant or providing any materials or information requested by the IRS or Tax Advisor; provided that Chemours shall not be required to make (or cause any Affiliate of Chemours to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control). DuPont shall reimburse Chemours for all reasonable costs and expenses, including expenses relating to the utilization of Chemours personnel, incurred by the Chemours Group in connection with such cooperation within ten Business Days after receiving an invoice from Chemours therefor.

(d) Chemours hereby agrees that DuPont shall have sole and exclusive control over the process of obtaining any Ruling, and that only DuPont shall apply for a Ruling. In connection with obtaining a Ruling pursuant to Section 6.03(b), (A) DuPont shall keep Chemours informed in a timely manner of all material actions taken or proposed to be taken by DuPont in connection therewith; (B) DuPont shall (1) reasonably in advance of the submission of any Ruling Request documents provide Chemours with a draft copy thereof, (2) reasonably consider Chemours's comments on such draft copy, and (3) provide Chemours with a final copy; and (C) DuPont shall provide Chemours with notice reasonably in advance of, and Chemours shall have the right to attend, any formally scheduled meetings with the IRS (subject to the approval of the IRS) that relate to such Ruling. Neither Chemours nor any Chemours Affiliate directly or indirectly controlled by Chemours shall seek any guidance from the IRS or any other Tax Authority (whether written, verbal or otherwise) at any time concerning the Contribution, the Debt-for-Debt Exchange or the Distribution (including the impact of any transaction on the Contribution, the Debt-for-Debt Exchange or the Distribution).

Section 6.04 Liability for Tax-Related Losses.

(a) Notwithstanding anything in this Agreement or the Separation Agreement to the contrary (and in each case regardless of whether a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(c) or a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(f) may have been provided, regardless of whether DuPont may have consented to an Internal Restructuring, and regardless of whether an action may be a Required Action), subject to Section 6.04(c), Chemours shall be responsible for, and shall indemnify and hold harmless DuPont and its Affiliates and each

of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to or result from any one or more of the following: (A) the acquisition (other than pursuant to the Contribution or the Distribution) of all or a portion of Chemours's stock and/or its or its subsidiaries' assets by any means whatsoever by any Person, (B) any negotiations, understandings, agreements or arrangements by Chemours with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that cause the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire directly or indirectly stock of Chemours representing a Fifty-Percent or Greater Interest therein, (C) any action or failure to act by Chemours after the Distribution (including, without limitation, any amendment to Chemours's certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of Chemours stock (including, without limitation, through the conversion of one class of Chemours Capital Stock into another class of Chemours Capital Stock), (D) any act or failure to act by Chemours or any Chemours Affiliate described in Section 6.01 (regardless whether such act or failure to act may be a Required Action or may be covered by a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(c), a Board Certificate described in Section 6.01(d), a consent described in Section 6.01(e), or a Ruling, Unqualified Tax Opinion or waiver described in clause (A), (B) or (C) of Section 6.01(f)) or (E) any breach by Chemours of its agreement and representation set forth in Section 6.01(a).

(b) Notwithstanding anything in this Agreement or the Separation Agreement to the contrary, subject to Section 6.04(c), DuPont shall be responsible for, and shall indemnify and hold harmless Chemours and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to, or result from any one or more of the following: (A) the acquisition (other than pursuant to the Contribution or the Distribution) of all or a portion of DuPont's stock and/or its assets by any means whatsoever by any Person, (B) any negotiations, agreements or arrangements by DuPont with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events) that cause the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire directly or indirectly stock of DuPont representing a Fifty-Percent or Greater Interest therein, (C) any act or failure to act by DuPont or a member of the DuPont Group described in Section 6.02 or any breach by DuPont of its agreement and representation set forth in Section 6.02, limited, in each case, to Tax-Related Losses arising from Taxes of the DuPont Group for which a Chemours Entity is found jointly, severally or secondarily liable pursuant to the provisions of Treasury Regulation Section 1.1502-6 (or similar provisions of state, local or foreign Tax law).

(c)

(i) To the extent that any Tax-Related Loss is subject to indemnity under both Sections 6.04(a) and (b), responsibility for such Tax-Related Loss shall be shared by DuPont and Chemours according to relative fault.

(ii) Notwithstanding anything in Section 6.04(b) or (c)(i) or any other provision of this Agreement or the Separation Agreement to the contrary:

(A) with respect to (I) any Tax-Related Loss resulting from Section 355(e) of the Code (other than as a result of an acquisition of a Fifty-Percent or Greater Interest in DuPont) and (II) any other Tax-Related Loss resulting (for the absence of doubt, in whole or in part) from an acquisition after the Distribution of any stock or assets of Chemours (or any Chemours Affiliate) by any means whatsoever by any Person or any action or failure to act by Chemours affecting the voting rights of Chemours stock, Chemours shall be responsible for, and shall indemnify and hold harmless DuPont and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of such Tax-Related Loss; and

(B) for purposes of calculating the amount and timing of any Tax-Related Loss for which Chemours is responsible under this Section 6.04, Tax-Related Losses shall be calculated by assuming that DuPont, the DuPont Affiliated Group and each member of the DuPont Group (I) pay Tax at the highest marginal corporate Tax rates in effect in each relevant taxable year and (II) have no Tax Attributes in any relevant taxable year.

(iii) Notwithstanding anything in Section 6.04(a) or (c)(i) or any other provision of this Agreement or the Separation Agreement to the contrary, with respect to (I) any Tax-Related Loss resulting from Section 355(e) of the Code (other than as a result of an acquisition of a Fifty-Percent or Greater Interest in Chemours) and (II) any other Tax-Related Loss resulting (for the absence of doubt, in whole or in part) from an acquisition after the Distribution of any stock or assets of DuPont (or any DuPont Affiliate) by any means whatsoever by any Person, DuPont shall be responsible for, and shall indemnify and hold harmless Chemours and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of such Tax-Related Loss.

(d) Chemours shall pay DuPont the amount of any Tax-Related Losses for which Chemours is responsible under this Section 6.04: (A) in the case of Tax-Related Losses described in clause (i) of the definition of Tax-Related Losses no later than two Business Days prior to the date DuPont files, or causes to be filed, the applicable Tax Return for the year of the Contribution or Distribution, as applicable (the "**Filing Date**") (provided that if such Tax-Related Losses arise pursuant to a Final Determination described in clause (a), (b) or (c) of the definition of "Final Determination", then Chemours shall pay DuPont no later than two Business Days after the date of such Final Determination with interest calculated at the Prime Rate plus two percent, compounded semiannually, from the date that is two Business Days prior to the Filing Date through the date of such Final Determination) and (B) in the case of Tax-Related Losses described in clause (ii) or (iii) of the definition of Tax-Related Losses, no later than two Business Days after the date DuPont pays such Tax-Related Losses. DuPont shall pay Chemours the amount of any Tax-Related Losses (described in clause (ii) or (iii) of the definition of Tax-Related Loss) for which DuPont is responsible under this Section 6.04 no later than two Business Days after the date Chemours pays such Tax-Related Losses.

Section 7. Assistance and Cooperation.

Section 7.01 Assistance and Cooperation.

(a) The Companies shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Companies and their Affiliates including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in their possession relating to the other Company and its Affiliates available to such other Company as provided in Section 8. Each of the Companies shall also make available to the other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Companies or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. In the event that a member of the DuPont Group, on the one hand, or a member of the Chemours Group, on the other hand, suffers a Tax detriment as a result of a Transfer Pricing Adjustment, the Companies shall cooperate pursuant to this Section 7 to seek any competent authority relief that may be available with respect to such Transfer Pricing Adjustment. Chemours shall cooperate with DuPont and take any and all actions reasonably requested by DuPont in connection with obtaining the Tax Opinions/Rulings (including, without limitation, by making any new representation or covenant, confirming any previously made representation or covenant or providing any materials or information requested by any Tax Advisor or Tax Authority; provided that, Chemours shall not be required to make or confirm any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control).

(b) Any information or documents provided under this Section 7 shall be kept confidential by the Company receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. Notwithstanding any other provision of this Agreement or any other agreement, (i) neither DuPont nor any DuPont Affiliate shall be required to provide Chemours or any Chemours Affiliate or any other Person access to or copies of any information, documents or procedures (including the proceedings of any Tax Contest) other than information, documents or procedures that relate to Chemours, the business or assets of Chemours or any Chemours Affiliate and (ii) in no event shall DuPont or any DuPont Affiliate be required to provide Chemours, any Chemours Affiliate or any other Person access to or copies of any information or documents if such action could reasonably be expected to result in the waiver of any Privilege. In addition, in the event that DuPont determines that the provision of any information or documents to Chemours or any Chemours Affiliate could be commercially detrimental, violate any law or agreement or waive any Privilege, the parties shall use reasonable best efforts to permit compliance with its obligations under this Section 7 in a manner that avoids any such harm or consequence.

Section 7.02 Income Tax Return Information. Chemours and DuPont acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made by DuPont or Chemours pursuant to Section 7.01 or this Section 7.02. Chemours and DuPont acknowledge that failure to conform to the reasonable deadlines set by DuPont or Chemours could cause irreparable harm. Each Company shall provide to the other Company information and documents relating to its Group required by the other Company to prepare Tax Returns, including, but not limited to, any pro forma returns required by the Responsible Company for purposes of preparing such Tax Returns. Any information or documents the Responsible Company requires to prepare such Tax Returns shall be provided in such form as the Responsible Company reasonably requests and at or prior to the time reasonably specified by the Responsible Company so as to enable the Responsible Company to file such Tax Returns on a timely basis.

Section 7.03 Reliance by DuPont. If any member of the Chemours Group supplies information to a member of the DuPont Group in connection with a Tax liability and an officer of a member of the DuPont Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the DuPont Group identifying the information being so relied upon, the chief financial officer of Chemours (or any officer of Chemours as designated by the chief financial officer of Chemours) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

Section 7.04 Reliance by Chemours. If any member of the DuPont Group supplies information to a member of the Chemours Group in connection with a Tax liability and an officer of a member of the Chemours Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Chemours Group identifying the information being so relied upon, the chief financial officer of DuPont (or any officer of DuPont as designated by the chief financial officer of DuPont) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

Section 8. Tax Records.

Section 8.01 Retention of Tax Records. Each Company shall preserve and keep all Tax Records exclusively relating to the assets and activities of its Group for Pre-Distribution Periods, and DuPont shall preserve and keep all other Tax Records relating to Taxes of the Groups for Pre-Distribution Tax Periods, for so long as the contents thereof may become material in the administration of any matter under the Code or other applicable Tax Law, but in any event until the later of (i) the expiration of any applicable statutes of limitations, or (ii) seven years after the Distribution Date (such later date, the "**Retention Date**"). After the Retention Date, each Company may dispose of such Tax Records upon 60 Business Days' prior written notice to the other Company. If, prior to the Retention Date, (a) a Company reasonably determines that any Tax Records which it would otherwise be required to preserve and keep under this Section 8 are no longer material in the administration of any matter under the Code or other applicable Tax

Law and the other Company agrees, then such first Company may dispose of such Tax Records upon 60 Business Days' prior notice to the other Company. Any notice of an intent to dispose given pursuant to this Section 8.01 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Company shall have the opportunity, at its cost and expense, to copy or remove, within such 60 Business Day period, all or any part of such Tax Records. If, at any time prior to the Retention Date, Chemours determines to decomission or otherwise discontinue any computer program or information technology system used to access or store any Tax Records, then Chemours may decomission or discontinue such program or system upon 90 days' prior notice to DuPont and DuPont shall have the opportunity, at its cost and expense, to copy, within such 60 Business Day period, all or any part of the underlying data relating to the Tax Records accessed by or stored on such program or system.

Section 8.02 Access to Tax Records. The Companies and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records (and, for the avoidance of doubt, any pertinent underlying data accessed or stored on any computer program or information technology system) in their possession and shall permit the other Company and its Affiliates, authorized agents and representatives and any representative of a Taxing Authority or other Tax auditor direct access, at the cost and expense of such other Company, during normal business hours upon reasonable notice to any computer program or information technology system used to access or store any Tax Records, in each case to the extent reasonably required by the other Company in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items under this Agreement.

Section 8.03 Preservation of Privilege. No member of the Chemours Group shall provide access to, copies of, or otherwise disclose to any Person any documentation relating to Taxes existing prior to the Distribution Date to which Privilege may reasonably be asserted without the prior written consent of DuPont, such consent not to be unreasonably withheld.

Section 9. Tax Contests.

Section 9.01 Notice. Each of the Companies shall provide prompt notice to the other Company of any written communication from a Tax Authority regarding any pending Tax audit, assessment or proceeding or other Tax Contest of which it becomes aware related to Taxes for Tax Periods for which it is indemnified by the other Company hereunder or for which it may be required to indemnify the other Company hereunder. Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters. If an indemnified party has knowledge of an asserted Tax liability with respect to a matter for which it is to be indemnified hereunder and such party fails to give the indemnifying party prompt notice of such asserted Tax liability and the indemnifying party is entitled under this Agreement to contest the asserted Tax liability, then (i) if the indemnifying party is precluded from contesting the asserted Tax liability in any forum as a result of the failure to give prompt notice, the indemnifying party shall have no obligation to indemnify the indemnified party for any Taxes arising out of such asserted Tax liability, and (ii) if the indemnifying party is not precluded from

contesting the asserted Tax liability in any forum, but such failure to give prompt notice results in a material monetary detriment to the indemnifying party, then any amount which the indemnifying party is otherwise required to pay the indemnified party pursuant to this Agreement shall be reduced by the amount of such detriment.

Section 9.02 Control of Tax Contests.

(a) Separate Returns. In the case of any Tax Contest with respect to any Separate Return, the Company having liability for the Tax pursuant to Section 2 hereof shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Sections 9.02(c) and (d) below.

(b) Joint Return. In the case of any Tax Contest with respect to any Joint Return, DuPont shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Sections 9.02(c) and (d) below.

(c) Settlement Rights. The Controlling Party shall have the sole right to contest, litigate, compromise and settle any Tax Contest without obtaining the prior consent of the Non-Controlling Party. Unless waived by the parties in writing, in connection with any potential adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement: (i) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest; (ii) the Controlling Party shall timely provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Tax Authority; (iii) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Tax Authority or judicial authority in connection with such potential adjustment in such Tax Contest; (iv) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such potential adjustment in such Tax Contest; and (v) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party. In the case of any Tax Contest described in Section 9.02(a) or (b), "**Controlling Party**" means the Company entitled to control the Tax Contest under such Section and "**Non-Controlling Party**" means the other Company.

(d) Tax Contest Participation. Unless waived by the parties in writing, the Controlling Party shall provide the Non-Controlling Party with written notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend, any formally scheduled meetings with Tax Authorities or hearings or proceedings before any judicial authorities in connection with any potential adjustment in a Tax Contest pursuant to which the Non-Controlling Party may reasonably be expected to become liable to make any

indemnification payment to the Controlling Party under this Agreement. The failure of the Controlling Party to provide any notice specified in this Section 9.02(d) to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

(e) Power of Attorney. Each member of the Chemours Group shall execute and deliver to DuPont (or such member of the DuPont Group as DuPont shall designate) any power of attorney or other similar document reasonably requested by DuPont (or such designee) in connection with any Tax Contest (as to which DuPont is the Controlling Party) described in this Section 9. Each member of the DuPont Group shall execute and deliver to Chemours (or such member of the Chemours Group as Chemours shall designate) any power of attorney or other similar document requested by Chemours (or such designee) in connection with any Tax Contest (as to which Chemours is the Controlling Party) described in this Section 9.

Section 10. Effective Date. This Agreement shall be effective as of the date hereof.

Section 11. Survival of Obligations. The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

Section 12. Treatment of Payments.

Section 12.01 Treatment of Tax Indemnity Payments. In the absence of any change in Tax treatment under the Code or except as otherwise required by other applicable Tax Law, any Tax indemnity payments made by a Company under this Agreement shall be reported for Tax purposes by the payor and the recipient as distributions or capital contributions, as appropriate, occurring immediately before the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the regulations thereunder or Treasury Regulation Section 1.1502-33(d) (or under corresponding principles of other applicable Tax Laws)) or as payments of an assumed or retained liability. Except to the extent provided in Section 12.02, any Tax indemnity payment made by a Company under this Agreement shall be increased as necessary so that after making all payments in respect to Taxes imposed on or attributable to such indemnity payment, the recipient Company receives an amount equal to the sum it would have received had no such Taxes been imposed.

Section 12.02 Interest Under This Agreement. Anything herein to the contrary notwithstanding, to the extent one Company ("**Indemnitor**") makes a payment of interest to another Company ("**Indemnitee**") under this Agreement with respect to the period from the date that the Indemnitee made a payment of Tax to a Tax Authority to the date that the Indemnitor reimbursed the Indemnitee for such Tax payment, the interest payment shall be treated as interest expense to the Indemnitor (deductible to the extent provided by law) and as interest income by the Indemnitee (includible in income to the extent provided by law). The amount of the payment shall not be adjusted to take into account any associated Tax Benefit to the Indemnitor or increase in Tax to the Indemnitee.

Section 13. Disagreements.

Section 13.01 Discussion. The Companies mutually desire that friendly collaboration will continue between them. Accordingly, they will try, and they will cause their respective Group members to try, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "**Dispute**") between any member of the DuPont Group and any member of the Chemours Group as to the interpretation of any provision of this Agreement or the performance of obligations hereunder, the Tax departments of the Companies shall negotiate in good faith to resolve the Dispute.

Section 13.02 Escalation. If such good faith negotiations do not resolve the Dispute, then the matter, upon written request of either Company, will be referred for resolution to representatives of the parties at a senior level of management of the parties pursuant to the procedures set forth in Section 8.1 of the Separation Agreement.

Section 13.03 Referral to Tax Advisor. If the parties are not able to resolve the Dispute through the escalation process referred to above, then the matter will be referred to a Tax Advisor acceptable to each of the Companies to act as an arbitrator in order to resolve the Dispute. In the event that the Companies are unable to agree upon a Tax Advisor within 15 Business Days following the completion of the escalation process, the Companies shall each separately retain an independent, nationally recognized law or accounting firm (each, a "**Preliminary Tax Advisor**"), which Preliminary Tax Advisors shall jointly select a Tax Advisor on behalf of the Companies to act as an arbitrator in order to resolve the Dispute. The Tax Advisor may, in its discretion, obtain the services of any third-party appraiser, accounting firm or consultant that the Tax Advisor deems necessary to assist it in resolving such disagreement. The Tax Advisor shall furnish written notice to the Companies of its resolution of any such Dispute as soon as practical, but in any event no later than 30 Business Days after its acceptance of the matter for resolution. Any such resolution by the Tax Advisor will be conclusive and binding on the Companies. Following receipt of the Tax Advisor's written notice to the Companies of its resolution of the Dispute, the Companies shall each take or cause to be taken any action necessary to implement such resolution of the Tax Advisor. Each Company shall pay its own fees and expenses (including the fees and expenses of its representatives) incurred in connection with the referral of the matter to the Tax Advisor (and the Preliminary Tax Advisors, if any). All fees and expenses of the Tax Advisor (and the Preliminary Tax Advisors, if any) in connection with such referral shall be shared equally by the Companies.

Section 13.04 Injunctive Relief. Nothing in this Section 13 will prevent either Company from seeking injunctive relief if any delay resulting from the efforts to resolve the Dispute through the process set forth above could result in serious and irreparable injury to either Company. Notwithstanding anything to the contrary in this Agreement, DuPont and Chemours are the only members of their respective Group entitled to commence a dispute resolution procedure under this Agreement, and each of DuPont and Chemours will cause its respective Group members not to commence any dispute resolution procedure other than through such party as provided in this Section 13.

Section 14. Late Payments. Any amount owed by one party to another party under this Agreement which is not paid when due shall bear interest at the Prime Rate plus two percent, compounded semiannually, from the due date of the payment to the date paid. To the extent interest required to be paid under this Section 14 duplicates interest required to be paid under any other provision of this Agreement, interest shall be computed at the higher of the interest rate provided under this Section 14 or the interest rate provided under such other provision.

Section 15. Expenses. Except as otherwise provided in this Agreement, each party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

Section 16. General Provisions.

Section 16.01 Addresses and Notices. Each party giving any notice required or permitted under this Agreement will give the notice in writing and use one of the following methods of delivery to the party to be notified, at the address set forth below or another address of which the sending party has been notified in accordance with this Section 16.01: (a) personal delivery; (b) facsimile or telecopy transmission with a reasonable method of confirming transmission; (c) commercial overnight courier with a reasonable method of confirming delivery; or (d) pre-paid, United States of America certified or registered mail, return receipt requested. Notice to a party is effective for purposes of this Agreement only if given as provided in this Section 16.01 and shall be deemed given on the date that the intended addressee actually receives the notice.

If to DuPont:

[ ]

Attention: [ ]

with a copy to:

[ ]

Attention: [ ]

If to Chemours:

[ ]

Attention: [ ]

with a copy to:

[ ]

Attention: [ ]

A party may change the address for receiving notices under this Agreement by providing written notice of the change of address to the other parties.

Section 16.02 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Section 16.03 Waiver. The parties may waive a provision of this Agreement only by a writing signed by the party intended to be bound by the waiver. A party is not prevented from enforcing any right, remedy or condition in the party's favor because of any failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the party specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a party's rights and remedies in this Agreement is not intended to be exclusive, and a party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

Section 16.04 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

Section 16.05 Authority. Each of the parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

Section 16.06 Further Action. The parties shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other parties and their Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other parties in accordance with Section 9.

Section 16.07 Integration. This Agreement contains the entire agreement between the Companies with respect to the subject matter hereof and supersedes all other agreements, whether or not written, in respect of any Tax between or among any member or members of the DuPont Group, on the one hand, and any member or members of the Chemours Group, on the other hand. All such other agreements shall be of no further effect between the Companies and any rights or obligations existing thereunder shall be fully

and finally settled, calculated as of the date hereof. In the event of any inconsistency between this Agreement and the Separation Agreement or any of the Conveyancing and Assumption Instruments (as defined in the Separation Agreement), or any other agreements relating to the transactions contemplated by the Separation Agreement, with respect to the subject matter hereof, the provisions of this Agreement shall control.

Section 16.08 Construction. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any party. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. Unless otherwise indicated, all "Section" references in this Agreement are to sections of this Agreement. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The words "written request" when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein.

Section 16.09 No Double Recovery. No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged party has been fully compensated under any other provision of this Agreement or under any other agreement or action at law or equity. Unless expressly required in this Agreement, a party shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

Section 16.10 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. The signatures of the parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

Section 16.11 Governing Law. This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 16.12 Jurisdiction. If any dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the parties irrevocably (and the parties will cause each other member of their respective Group to irrevocably) (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Delaware, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient, and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

Section 16.13 Amendment. The parties may amend this Agreement only by a written agreement signed by each party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

Section 16.14 Chemours Subsidiaries. If, at any time, Chemours acquires or creates one or more subsidiaries that are includable in the Chemours Group, they shall be subject to this Agreement and all references to the Chemours Group herein shall thereafter include a reference to such subsidiaries.

Section 16.15 Successors. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to any of the parties hereto (including but not limited to any successor of DuPont or Chemours succeeding to the Tax attributes of either under Section 381 of the Code), to the same extent as if such successor had been an original party to this Agreement.

Section 16.16 Injunctions. The parties acknowledge that irreparable damage would occur in the event that any of the provisions of this Agreement, including Section 6.01, were not performed in accordance with its specific terms or were otherwise breached. The parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement, including Section 6.01, and to enforce specifically the terms and provisions hereof in any court having jurisdiction, such remedy being in addition to any other remedy to which they may be entitled at law or in equity.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by a duly authorized officer on the date first set forth above.

E.I. DU PONT DE NEMOURS AND COMPANY,
a Delaware corporation

By: _____
Name:
Title:

THE CHEMOURS COMPANY, a Delaware corporation

By: _____
Name:
Title:

[Signature Page to Tax Matters Agreement]

Exhibit 10.3

ATTORNEY WORK PRODUCT
PRIVILEGED & CONFIDENTIAL
SASM&F DRAFT 4/17/15

EMPLOYEE MATTERS AGREEMENT

by and between

E. I. DU PONT DE NEMOURS AND COMPANY

and

THE CHEMOURS COMPANY

Dated as of [—], 2015

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EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT (this "Agreement"), dated as of [—], 2015, is entered into by and between E. I. du Pont de Nemours and Company ("DuPont"), a Delaware corporation, and The Chemours Company ("Chemours"), a Delaware corporation and a wholly owned subsidiary of DuPont. "Party" or "Parties" means DuPont or Chemours, individually or collectively, as the case may be.

W I T N E S S E T H:

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

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

WHEREAS, the Parties have entered into a Separation Agreement dated as of [DATE] (the "Separation Agreement"), to set forth in part how such separation shall be effected; and

WHEREAS, the Separation Agreement provides that the Parties will enter into this Employee Matters Agreement to allocate certain Assets and Liabilities, and to memorialize certain other agreements, in connection with such separation.

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. Capitalized terms used, but not defined herein shall have the meanings assigned to such terms in the Separation Agreement and the following terms shall have the following meanings:

"Agreement" shall have the meaning set forth in the Preamble.

"Benefit Plan" shall mean, with respect to an entity, each plan, program, arrangement, agreement or commitment that is an employment, consulting, non-competition or deferred compensation agreement, or an executive compensation, incentive bonus or other bonus, employee pension, profit-sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation rights, restricted stock, other equity-based compensation, severance pay, salary continuation, life, health, hospitalization, sick leave, vacation pay, disability or accident insurance plan, corporate-owned or key-man life insurance or other employee benefit plan, program, arrangement, agreement or commitment, including any "employee benefit plan" (as defined in Section 3(3) of ERISA), sponsored or maintained by such entity (or to which such entity contributes or is required to contribute).

"Bonus Programs" shall have the meaning set forth in Section 3.6.

"Chemours" shall have the meaning set forth in the Preamble.

"Chemours 401(k) Plan" shall have the meaning set forth in Section 3.1.

"Chemours Benefit Plan" shall mean any Benefit Plan sponsored, maintained or contributed to by any member of the Chemours Group or any ERISA Affiliate thereof at the Effective Time.

"Chemours Director Deferred RSU" shall have the meaning set forth in Section 5.4.

"Chemours Employee" shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) who, as of the Effective Time, is employed by any member of the Chemours Group, in any case exclusive of Sentinel Employees.

"Chemours FSA Plan" shall have the meaning set forth in Section 3.7.

"Chemours Option" shall have the meaning set forth in Section 5.1(a).

"Chemours Performance Share Unit" shall have the meaning set forth in Section 5.3(a).

"Chemours Restricted Stock Unit" shall have the meaning set forth in Section 5.2(a).

"Chemours Stock Appreciation Right" shall have the meaning set forth in Section 5.1(a).

"Chemours Stock Plan" shall have the meaning set forth in Section 2.7.

"Chemours Welfare Plans" shall mean those welfare benefit plans (including each "welfare benefit plan" within the meaning of Section 3(1) of ERISA) established or maintained by any member of the Chemours Group on or after the Distribution Date.

"DuPont" shall have the meaning set forth in the Preamble.

"DuPont 401(k) Plan" shall mean the Retirement Savings Plan of DuPont.

"DuPont Benefit Plan" shall mean any Benefit Plan sponsored, maintained or contributed to by any member of the DuPont Group or any ERISA Affiliate thereof at the Effective Time.

"DuPont Employee" shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) who, as of the Effective Time, is employed by any member of the DuPont Group, in any case exclusive of Sentinel Employees.

"DuPont FSA Plan" shall have the meaning set forth in Section 3.7.

"DuPont Option" shall mean an option to purchase shares of DuPont Common Stock granted pursuant to one of the DuPont Stock Plans.

"DuPont Performance Share Unit" shall mean a unit granted by DuPont pursuant to one of the DuPont Stock Plans representing a general unsecured promise by DuPont or one of its Affiliates to deliver a share of DuPont Common Stock and dividend equivalents, if applicable (or the cash equivalent of either), upon the satisfaction of a performance based vesting requirement.

"DuPont Restricted Stock Unit" shall mean a unit pursuant to one of the DuPont Stock Plans representing a general unsecured promise by DuPont or one of its Affiliates to deliver a share of DuPont Common Stock and dividend equivalents, if applicable (or the cash equivalent of either), upon the satisfaction of a vesting requirement (other than performance based vesting requirements).

"DuPont Stock Appreciation Right" shall mean a stock appreciation right granted pursuant to one of the DuPont Stock Plans.

"DuPont Stock Plans" shall mean, collectively, the DuPont Equity and Incentive Plan and any other stock option or stock incentive compensation plan or arrangement maintained before the Distribution Date for employees, officers, non-employee directors or other independent contractors of DuPont or its Affiliates (exclusive of the Chemours Stock Plan, the DuPont Stock Accumulation and Deferred Compensation Plan for Directors and the DuPont Management Deferred Compensation Plan).

"DuPont Welfare Plans" shall mean those welfare benefit plans (including each "welfare benefit plan" within the meaning of Section 3(1) of ERISA) maintained by any member of the DuPont Group in respect of Chemours Employees at the Effective Time.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" shall mean with respect to any Person, each business or entity which is a member of a "controlled group of corporations," under "common control" or a member of an "affiliated service group" with such Person within the meaning of Sections 414(b), (c) or (m) of the Code, or required to be aggregated with such Person under Section 414(o) of the Code, or under "common control" with such Person within the meaning of Section 4001(a)(14) of ERISA.

"Former Employee" shall mean any individual, exclusive of any Former Sentinel Employee, who was employed before the Distribution Date by a member of the DuPont Group or Chemours Group but who, as of the Distribution Date, is not employed by a member of the DuPont Group or Chemours Group.

"Former Sentinel Employee" shall mean any individual who, as of the Distribution Date, is not employed by DuPont or its Affiliates and whose last employment by DuPont or its Affiliates was with Sentinel or its Subsidiaries.

"Liabilities" shall have the meaning set forth in the Separation Agreement, modified so as to disregard for these purposes the last sentence thereof and to expressly include Taxes as Liabilities.

"Parties" shall have the meaning set forth in the Preamble.

"Performance Period" shall have the meaning set forth in Section 3.6.

"Prior Period Bonuses" shall have the meaning set forth in Section 3.6.

"Sentinel" shall mean Sentinel Transportation, LLC, a Delaware limited liability company.

"Sentinel Employee" shall mean an active employee or an employee on vacation or on approved leave of absence (including maternity, paternity, family, sick leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) who, as of the Effective Time, is employed by Sentinel or any of its Subsidiaries.

"Separation Agreement" shall have the meaning set forth in the Recitals.

"Transferred Account Balance" shall have the meaning set forth in Section 3.7.

1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The words "written request" when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein.

ARTICLE II

GENERAL PRINCIPLES

Section 2.1 Nature of Liabilities. All Liabilities assumed or retained by the DuPont Group under this Agreement shall be DuPont Retained Liabilities for purposes of the Separation Agreement. All Liabilities assumed or retained by the Chemours Group under this Agreement shall be Chemours Liabilities for purposes of the Separation Agreement.

Section 2.2 Employee Transfers Generally. Subject to the requirements of applicable Law, through and until immediately before the Effective Time DuPont may cause the employment of any employee of the DuPont Group to be transferred to the Chemours Group and may cause the employment of any employee of the Chemours Group to be transferred to the DuPont Group.

Section 2.3 Assumption and Retention of Liabilities Generally.

(a) As of the Effective Time, except as otherwise expressly provided for in this Agreement, DuPont shall, or shall cause one or more members of the DuPont Group to, assume or retain and DuPont hereby agrees to (or to cause a member of the DuPont Group to) pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all DuPont Benefit Plans, (ii) all Liabilities (excluding Liabilities incurred under a DuPont Benefit Plan) with respect to the employment, service, termination of employment or termination of service of all DuPont Employees and Former Employees to the extent arising in connection with or as a result of employment with or the performance of services for any member of the DuPont Group or Chemours Group before, on or after the Distribution Date and (iii) any other Liabilities or obligations expressly assigned to a member of the DuPont Group under this Agreement.

(b) As of the Effective Time, except as otherwise expressly provided for in this Agreement, Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, and Chemours hereby agrees to (or to cause a member of the Chemours Group to) pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all Chemours Benefit Plans, (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of all Chemours Employees to the extent arising in connection with or as a result of employment with or the performance of services for any member of the DuPont Group or Chemours Group before, on or after the Distribution Date and (iii) any other Liabilities or obligations expressly assigned to a member of the Chemours Group under this Agreement.

(c) From time to time after the Distribution Date, Chemours shall promptly reimburse DuPont, upon DuPont's reasonable request and the presentation by DuPont of such substantiating documentation as Chemours shall reasonably request, for the cost of any obligations or Liabilities satisfied or assumed by DuPont or its Affiliates that are, or that have been made pursuant to this Agreement, the responsibility of Chemours or any of its Affiliates.

(d) From time to time after the Distribution Date, DuPont shall promptly reimburse Chemours, upon Chemours' reasonable request and the presentation by Chemours of such substantiating documentation as DuPont shall reasonably request, for the cost of any obligations or Liabilities satisfied or assumed by Chemours or its Affiliates that are, or that have been made pursuant to this Agreement, the responsibility of DuPont or its Affiliates.

Section 2.4 Chemours Participation in DuPont Benefit Plans.

(a) During the period preceding the Distribution Date, the Chemours Group shall be eligible to participate with respect to its employees in the Benefit Plans maintained by the DuPont Group on such basis a shall be determined by DuPont from time to time. Without limiting Section 2.3(b)(ii), Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain,

as applicable, and Chemours hereby agrees to (or to cause a member of the Chemours Group to) pay, perform, fulfill and discharge, in due course in full all Liabilities attributable to Chemours Employees in respect of such participation in accordance with DuPont's historical cost allocation practices.

(b) Except as otherwise expressly provided in this Agreement, effective as of the Distribution Date: (i) each member of the Chemours Group shall cease to be a participating company in any DuPont Benefit Plan; and (ii) except as required by applicable Law, each Chemours Employee shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any rights under any DuPont Benefit Plan.

Section 2.5 Comparable Compensation and Benefits. Effective as of the Distribution Date, Chemours (acting directly or through its Affiliates) shall provide each Chemours Employee with compensation (including base pay and incentive compensation opportunities) no less favorable and with employee benefits (exclusive of post-retirement welfare benefits and, in the United States, Canada, United Kingdom, Switzerland, Brazil, Hong Kong and Australia, defined benefit pension benefits) comparable in the aggregate to, respectively, the compensation and employee benefits to which the Chemours Employees was entitled immediately prior to the Distribution Date. Without limiting the foregoing sentence, the severance and paid time off provided each Chemours Employee as of the Distribution Date shall be no less favorable than, respectively, the severance and paid time off benefits to which the Chemours Employees was entitled immediately prior to the Distribution Date.

Section 2.6 Service Recognition.

(a) For purposes of eligibility, vesting, determination of level of benefits, and, to the extent applicable, benefit accruals under any employee compensation or benefit plan that a member of the Chemours Group shall establish or maintain on or after the Distribution Date (exclusive of any successor to DuPont's Service Emblem Plan), Chemours shall cause each Chemours Employee to receive full credit for the Chemours Employee's service with any member of the DuPont Group before the Distribution Date to the same extent such service was recognized by an analogous DuPont Benefit Plan immediately before the Distribution Date; provided, that such service shall not be recognized to the extent that such recognition would result in the duplication of benefits.

(b) Except to the extent prohibited by applicable Law or not practicable using commercial best efforts: (i) Chemours shall waive or cause to be waived all limitations as to preexisting conditions or waiting periods with respect to participation and coverage requirements applicable to each Chemours Employee under any employee benefit plans, programs and policies of any member of the Chemours Group in which Chemours Employees participate (or are eligible to participate) that are "welfare benefit plans" (as defined in Section 3(1) of ERISA) to the same extent that such conditions and waiting periods were satisfied or waived under an analogous DuPont Benefit Plan immediately before the Distribution Date, and (ii) Chemours shall provide or cause each Chemours Employee to be provided with credit for any co-payments and deductibles paid during the plan year in which the Distribution Date occurs in satisfying any applicable co-payments, deductibles or other out-of-pocket requirements under any such welfare benefit plans for such plan year.

Section 2.7 Chemours Stock Plan. Effective as of the Distribution Date, Chemours shall have adopted the Chemours Equity and Incentive Plan (the "Chemours Stock Plan"), which shall permit the issuance of equity incentive awards denominated in Chemours Common Stock as described in Article V. The Chemours Stock Plan shall be approved before the Effective Time by DuPont as Chemours' sole stockholder.

Section 2.8 Time-Off Benefits. Chemours shall credit each Chemours Employee with the amount of accrued but unused vacation time and other time-off benefits as such Chemours Employee had with the DuPont Group as of immediately before the Distribution Date (except to the extent that a benefit attributable to such accrual is provided by the DuPont Group).

Section 2.9 Sentinel Transportation, LLC. As of the Effective Time, Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, and Chemours hereby agrees to (or to cause a member of the Chemours Group to) pay, perform, fulfill and discharge, in due course in full (i) all Liabilities under all Benefit Plans ever sponsored by Sentinel or any of its Subsidiaries and (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of all Sentinel Employees and Former Sentinel Employees as such whether arising before, on or after the Distribution Date.

Section 2.10 Special Workers' Compensation Considerations. Without limiting Section 2.3(b), Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, on and after the Distribution Date, all Liabilities in the nature of or similar to workers' compensation obligations in respect of (a) Chemours Employees, (b) individuals who terminated employment with the DuPont Group and Chemours Group before the Distribution Date and whose employment at the time of termination was primarily in respect of the Chemours Business, (c) current or former independent contractors of the DuPont Group or Chemours Group whose services are or were primarily in respect of the Chemours Business, and (d) to the extent relating to claims to the extent relating to claims set forth on Schedule 1.1(34)(ix) of the Separation Agreement, DuPont Employees and Former Employees; provided, that Liabilities attributable to litigation involving matters that could have been the subject of workers' compensation or similar proceedings shall not be subject to this Agreement and shall instead be allocated in accordance with the provisions of the Separation Agreement.

Section 2.11 Special CTP Considerations. Without limiting Section 2.3(b), Chemours shall, or shall cause one or more members of the Chemours Group to, assume or retain, as applicable, all Liabilities under the DuPont Career Transition Program in respect of individuals who terminated employment with the DuPont Group and Chemours Group before the Distribution Date and whose employment at the time of termination was primarily in respect of the Chemours Business. Without limiting Section 2.3(c), to the extent that such Liabilities are satisfied by a member of the DuPont Group on or after the Distribution Date, Chemours shall from time to time reimburse DuPont therefor in accordance with the provisions of Section 10.11 of the Separation Agreement.

ARTICLE III

CERTAIN U.S. BENEFIT PLAN PROVISIONS

Section 3.1 U.S. Savings Plan. Effective as of the Distribution Date, DuPont shall retain and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under the DuPont 401(k) Plan. As soon as practicable after the Distribution Date, the DuPont 401(k) Plan shall, to the extent permitted by Section 401(k)(2)(B)(i)(I) of the Code, make cash distributions (but including promissory notes representing participant loans) available to Chemours Employees who participate in the DuPont 401(k) Plan. Chemours shall (or shall cause a member of the Chemours Group to) establish or maintain a defined contribution plan and trust intended to qualify under Section 401(a) and Section 501(a) of the Code (the "Chemours 401(k) Plan") that shall accept a contribution in cash or, to the extent of any promissory notes representing participant loans, in kind, attributable to any eligible rollover distribution (within the meaning of Section 401(a)(31) of the Code) of the benefit of a Chemours Employee under the DuPont 401(k) Plan; provided, that the obligation to accept such a rollover in kind shall expire twelve (12) months after the Distribution Date. The Parties agree to cooperate so as not to place any loan with respect to a Chemours Employee's account under the DuPont 401(k) Plan into default during the period from the Distribution Date until the rollover is completed; provided, that such employee continues making loan repayments on a timely basis during such period in accordance with the DuPont 401(k) Plan's procedures.

Section 3.2 U.S Nonqualified Plans.

(a) Effective as of the Distribution Date, DuPont shall (or shall cause a member of the DuPont Group to) retain and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under the DuPont Retirement Restoration Plan, Retirement Savings Restoration Plan and Management Deferred Compensation Plan.

(b) Effective as of the Distribution Date, DuPont shall (or shall cause a member of the DuPont Group to) assign to Chemours, and Chemours shall (or shall cause a member of the Chemours Group to) assume and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under the DuPont Pension Restoration Plan.

Section 3.3 U.S. Pension Plans. DuPont shall (or shall cause a member of the DuPont Group to) retain and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under all United States defined benefit pension plans that are maintained by DuPont or any of its Affiliates and that are intended to be "qualified" within the meaning of Section 401(a) of the Code, and accordingly there shall be no transfer of assets or liabilities among DuPont, Chemours or any of their Affiliates or their respective plans in respect of such defined benefit pension plans.

Section 3.4 U.S. OPEB/COBRA. DuPont shall (or shall cause a member of the DuPont Group to) retain and be solely responsible for all Liabilities and obligations with respect to Chemours Employees under each post-retirement welfare benefit plan maintained by any member of the DuPont Group primarily for the benefit of employees in the United States. Any such benefit plan shall be a secondary payer in regard to any Benefit Plan maintained by the Chemours Group for active employees.

Section 3.5 U.S. Active Employee Welfare Benefits.

(a) Insured Benefits. With respect to employee welfare and fringe benefits that are provided through the purchase of insurance, DuPont shall cause the DuPont Welfare Plans to fully perform, pay and discharge all claims of Chemours Employees that are incurred prior to the Distribution Date (subject to the second sentence of Section 2.4(a)) and Chemours shall cause the Chemours Welfare Plans to fully perform, pay and discharge all claims of Chemours Employees that are incurred on or after the Distribution Date.

(b) Self-Insured Benefits. With respect to employee welfare and fringe benefits that are provided on a self-insured basis, (A) subject to the second sentence of Section 2.4(a), DuPont (acting directly or through its Affiliates) shall fully perform, pay and discharge, under the DuPont Welfare Plans, all claims of Chemours Employees that are incurred but not paid prior to the Distribution Date, and (B) Chemours (acting directly or through its Affiliates) shall fully perform, pay and discharge, under the Chemours Welfare Plans, from and after the Distribution Date, all claims of Chemours Employees that are incurred on or after the Distribution Date. For purposes of this Section 3.5(b), a claim is deemed to be incurred (i) with respect to medical, dental, vision and/or prescription drug benefits, upon the rendering of health services giving rise to such claim; (ii) with respect to life insurance, accidental death and dismemberment and business travel accident insurance, upon the occurrence of the event giving rise to such claim; (iii) with respect to disability benefits, upon the date of an individual's disability, as determined by the disability benefit insurance carrier or claim administrator, giving rise to such claim; and (iv) with respect to a period of continuous hospitalization, upon the date of admission to the hospital.

Section 3.6 Annual Incentive Awards. Subject to the second sentence of Section 2.4(a), no member of the Chemours Group shall assume or be responsible for any Liabilities in relation to any non-equity incentive compensation programs maintained in respect of Chemours Employees ("Bonus Programs") to the extent such Liabilities relate to any annual, quarterly or other temporal period (any such period, a "Performance Period") that has ended prior to the year in which the Distribution Date occurs (a "Prior Period Bonuses") and, to the extent not yet paid prior to the date hereof, DuPont or another member of the DuPont Group shall be solely responsible for and shall pay all Liabilities in relation to Prior Period Bonuses as such Liabilities fall due and as determined in a manner consistent with historical practice. With respect to any Performance Period that has not yet ended on, or begins on or after, the first day of the calendar year in which the Distribution Date occurs, Chemours or another member of the Chemours Group shall be responsible for and shall pay as and when otherwise payable under the Bonus Programs all amounts (if any) that may become due in respect of Chemours Employees.

Section 3.7 Reimbursement Account Plan. As of the Effective Time (i) the account balances of each Chemours Employee with respect to the plan year in which the Effective Time occurs (whether positive or negative) (the "Transferred Account Balances") under DuPont's medical and dependent care spending reimbursement plans (the "DuPont FSA Plans") will be transferred to one or more comparable plans of Chemours (the "Chemours FSA Plans"); (ii) the

election levels and the coverage levels of each Chemours Employee will apply under the Chemours FSA Plans in the same manner as under the DuPont FSA Plans; and (iii) each Chemours Employee will be reimbursed from the Chemours FSA Plans for claims incurred at any time during the plan year of the DuPont FSA Plans in which the Distribution Date occurs and submitted to the Chemours FSA Plans from and after the Distribution Date on the same basis and the same terms and conditions as under the DuPont FSA Plans. As soon as practicable after the Effective Time, DuPont will pay Chemours, in cash, the net aggregate amount of the Transferred Account Balances, if such amount is positive, and Chemours will pay DuPont, in cash, the net aggregate amount of the Transferred Account Balances, if such amount is negative.

ARTICLE IV

CERTAIN NON-U.S. PROVISIONS

Section 4.1 In General. Notwithstanding any other provision of this Agreement, to the extent that there shall be a conflict between the other provisions of this Agreement and the provisions of any Conveyancing and Assumption Instrument (but solely to the extent the Conveyancing and Assumption Instrument has effect outside the United States of America), such provisions of such Conveyancing and Assumption Instruments shall control.

ARTICLE V

EQUITY INCENTIVE AWARDS

Section 5.1 Treatment of DuPont Options and DuPont Stock Appreciation Rights.

(a) Each DuPont Option that is outstanding immediately before the Distribution Date and that is held by a Chemours Employee at that time shall, effective immediately following the opening of market on the Distribution Date, be cancelled immediately replaced with an option to purchase Chemours Common Stock (a "Chemours Option") on such terms as may be provided by the Board of Directors of DuPont in its discretion. Each DuPont Stock Appreciation Right that is outstanding immediately before the Distribution Date and that is held by a Chemours Employee at that time shall, effective immediately following the opening of market on the Distribution Date, be cancelled and immediately replaced with stock appreciation right relating to shares of Chemours Common Stock (a "Chemours Stock Appreciation Right") on such terms as may be provided by the Board of Directors of DuPont in its discretion.

(b) The issuance of each Chemours Option or Chemours Stock Appreciation Right shall be subject to the terms of the Chemours Stock Plan, which Chemours shall cause to provide that, except as otherwise provided by the Board of Directors of DuPont pursuant to Section 5.1(a), the terms and conditions applicable to the Chemours Options or Chemours Stock Appreciation Rights shall be substantially similar to the terms and conditions applicable to the corresponding DuPont Option or DuPont Stock Appreciation Right (as set forth in the applicable DuPont Stock Plan, award agreement or in the holder's then applicable employment agreement with member of the DuPont Group). Without limiting Section 2.6, with respect to each Chemours Option and Chemours Stock Appreciation Right, Chemours shall give each Chemours Employee full vesting service credit for such Chemours Employee's service with any member of the DuPont Group before the Distribution Date to the same extent such service was recognized with respect to the corresponding DuPont Option or Chemours Stock Appreciation Right immediately before the Distribution Date.

Section 5.2 Treatment of DuPont Restricted Stock Units.

(a) Each DuPont Restricted Stock Unit that is outstanding immediately prior to the Distribution Date and that is held by a Chemours Employee at that time shall, immediately following the opening of market on the Distribution Date, be cancelled and immediately replaced with a time-based restricted stock unit award with respect to Chemours Common Stock on such terms as may be provided by the Board of Directors of DuPont in its discretion (a "Chemours Restricted Stock Unit").

(b) The settlement of each Chemours Restricted Stock Unit shall be subject to the terms of the Chemours Stock Plan, which Chemours shall cause to provide that, except as otherwise provided by the Board of Directors of DuPont pursuant to Section 5.2(a), the terms and conditions applicable to the Chemours Restricted Stock Unit shall be substantially similar to the terms and conditions applicable to the corresponding DuPont Restricted Stock Unit (as set forth in the applicable DuPont Stock Plan, award agreement or in the holder's then applicable employment agreement with member of the DuPont Group). Without limiting Section 2.6, with respect to each Chemours Restricted Stock Unit, Chemours shall give each Chemours Employee full vesting service credit for such Chemours Employee's service with any member of the DuPont Group before the Distribution Date to the same extent such service was recognized with respect to the corresponding DuPont Restricted Stock Unit immediately before the Distribution Date.

Section 5.3 Treatment of DuPont Performance Share Units.

(a) Each DuPont Performance Share Unit that is outstanding immediately prior to the Distribution Date and that is held by a Chemours Employee at that time shall, immediately following the opening of market on the Distribution Date, be cancelled and immediately replaced with a restricted stock unit award with respect to Chemours Common Stock on such terms as may be provided by the Board of Directors of DuPont in its discretion (a "Chemours Performance Share Replacement Unit").

(b) The settlement of each Chemours Performance Share Replacement Unit shall be subject to the terms of the Chemours Stock Plan, which shall provide that, except as otherwise provided by the Board of Directors of DuPont pursuant to Section 5.3(a), the terms and conditions applicable to the Chemours Performance Share Replacement Unit shall be substantially similar to the terms and conditions applicable to the corresponding DuPont Performance Share Unit (as set forth in the applicable DuPont Stock Plan and award agreement). Without limiting Section 2.6, with respect to each Chemours Performance Share Replacement Unit, Chemours shall give each Chemours Employee full vesting service credit for such Chemours Employee's service with any member of the DuPont Group before the Distribution Date to the same extent such service was recognized with respect to the corresponding DuPont Performance Share Unit immediately before the Distribution Date.

Section 5.4 Director Deferred RSUs. Each stock unit that is denominated in shares of DuPont Common Stock, that was earned in respect of service on the Board of Directors of DuPont and that was held as of immediately before the Distribution Date by an individual who as of the Distribution Date is a member of the Board of Directors of Chemours shall, immediately following the opening of market on the Distribution Date, be cancelled and immediately replaced with a stock unit award with respect to Chemours Common Stock on such terms as may be provided by the Board of Directors of DuPont in its discretion (a "Chemours Director Deferred RSU"). Except as otherwise provided by the Board of Directors of DuPont pursuant to the preceding sentence, the settlement of each Chemours Director Deferred RSU shall be subject to substantially the same terms and conditions as were applicable to the attributable DuPont stock unit immediately before the Distribution Date, provided that service on the Board of Directors of Chemours shall be treated as service on the Board of Directors of DuPont for purposes of determining the time of settlement.

Section 5.5 General.

(a) All of the adjustments described in this Article V shall be effected in accordance with Sections 424 and 409A of the Code.

(b) The Parties shall use commercially reasonable efforts to maintain effective registration statements with the Securities Exchange Commission with respect to the awards described in this Article V, to the extent any such registration statement is required by applicable Law.

(c) The Parties hereby acknowledge that the provisions of this Article V are intended to achieve certain tax, legal and accounting objectives and, in the event such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives.

ARTICLE VI

GENERAL AND ADMINISTRATIVE

Section 6.1 Employer Rights. Nothing in this Agreement shall be deemed to be an amendment to any DuPont Benefit Plan or Chemours Benefit Plan or to prohibit any member of the DuPont Group or Chemours Group, as the case may be, from amending, modifying or terminating any DuPont Benefit Plan or Chemours Benefit Plan at any time within its sole discretion.

Section 6.2 Effect on Employment. Nothing in this Agreement is intended to or shall confer upon any employee or former employee of DuPont, Chemours or any of their respective Affiliates any right to continued employment, or any recall or similar rights to any such individual on layoff or any type of approved leave.

Section 6.3 Non-Solicitation Provisions. For a period of three (3) years from the Distribution Date, except as shall otherwise be required pursuant to the terms of an applicable collective bargaining agreement, neither DuPont nor Chemours, or any member of their respective Groups, shall, without the prior written consent of the other Party, directly or indirectly, solicit for employment or

hire (whether as an employee, consultant or otherwise) any individual who at the Effective Time is an employee of the other Party or any member of its Group or induce, or attempt to induce, any such employee to terminate his or her employment with, or otherwise cease his or her relationship with, the other Party or its Group; provided, that nothing in this Section 6.3 shall be deemed to prohibit any general solicitation for employment through advertisements and search firms not specifically directed at employees of such other applicable Party or its Group or any hiring as a result thereof, so long as the applicable Party has not encouraged or advised such firm to approach any such employee; and provided, further that if during the three-year period following the Distribution Date, Chemours or any member of the Chemours Group hires any individual who (a) at the Effective Time is an employee of DuPont or its Group outside of the United States or (b) is identified on Exhibit A hereto, whether in violation of this Section 6.3 (determined without regard to its enforceability) or otherwise, Chemours shall upon demand from DuPont promptly reimburse DuPont for any severance and retirement costs incurred by any member of the DuPont Group in respect of the termination of such individual's employment from the DuPont Group. The Parties agree that irreparable damage would occur in the event that the provisions of this Section 6.3 were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction or injunctions to enforce specifically the terms and provisions of this Section 6.3 in any court of the United States or in the courts of any state having jurisdiction, or in the courts of any other country or locality thereof having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 6.4 Sections 162(m)/409A. Notwithstanding anything in this Agreement to the contrary (including the treatment of supplemental and deferred compensation plans, outstanding long-term incentive awards and annual incentive awards as described herein), the Parties agree to negotiate in good faith regarding the need for any treatment different from that otherwise provided herein to ensure that (i) a federal income Tax deduction for the payment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation is not limited by reason of Section 162(m) of the Code, and (ii) the treatment of such supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation does not cause the imposition of a tax under Section 409A of the Code.

Section 6.5 Access To Employees. On and after the Distribution Date, DuPont and Chemours shall, or shall cause each of their respective Affiliates to, make available to each other those of their employees who may reasonably be needed in order to defend or prosecute any legal or administrative action (other than a legal action between DuPont and Chemours) to which any employee or director of the DuPont Group or the Chemours Group or any DuPont Benefit Plan or Chemours Benefit Plan is a party and which relates to a DuPont Benefit Plan or Chemours Benefit Plan. The Party to whom an employee is made available in accordance with this Section 6.5 shall pay or reimburse the other Party for all reasonable expenses which may be incurred by such employee in connection therewith, including all reasonable travel, lodging, and meal expenses, but excluding any amount for such employee's time spent in connection herewith.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Complete Agreement; Construction. This Agreement, including any Exhibits and Schedules, and the Separation Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation Agreement or any Continuing Arrangement, this Agreement shall control.

Section 7.2 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 7.3 Waivers. Any consent required or permitted to be given by any Party to the other Parties under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and its Group).

Section 7.4 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other Parties (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable to (i) an affiliate or (ii) a bona fide third party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other parties to this Agreement. No assignment permitted by this Section 7.4 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 7.5 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 7.6 Termination and Amendment.

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

(b) Notwithstanding anything in this Agreement to the contrary, if the Separation Agreement is terminated before the Effective Time, then all actions and events that are under this Agreement to be taken or occur effective before, as of or following the Distribution Date, or otherwise in connection with the Distribution, shall not be taken or occur except to the extent specifically agreed to in writing by the Parties and neither Party shall have any Liability or further obligation to the other Party under this Agreement.

Section 7.7 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Time, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 7.8 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties (including Chemours Employees) any remedy, claim, liability, reimbursement, claim of Action or other right in excess of those existing without reference to this Agreement.

Section 7.9 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 7.10 Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any liability or obligation of any member of the DuPont Group or the Chemours Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against the interests of any member of the DuPont Group or the Chemours Group or any of their respective Affiliates. The inclusion of any item or liability or category of item or liability on any Exhibit or Schedule is made solely for purposes of allocating potential liabilities among the Parties and shall not be deemed as or construed to be an admission that any such liability exists.

Section 7.11 Governing Law. This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 7.12 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 7.13 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 7.14 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

[Signature Page Follows]

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

E.I. DU PONT DE NEMOURS AND COMPANY

By: /s/
Name:
Title:

THE CHEMOURS COMPANY

By: /s/
Name:
Title:

Exhibit A

CERTAIN INDIVIDUALS SUBJECT TO SECTION 6.3

[TO COME]

Exhibit 10.4

EXECUTION VERSION

AMENDED AND RESTATED INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

by and between

E.I. DU PONT DE NEMOURS AND COMPANY

and

THE CHEMOURS COMPANY FC, LLC and THE CHEMOURS COMPANY TT, LLC

Dated as of January 1, 2015

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Schedule K	DuPont Retained Names

AMENDED AND RESTATED INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT (this "Agreement"), dated as of January 1, 2015 (the "Effective Date"), is entered into by and between E. I. du Pont de Nemours and Company ("DuPont"), a Delaware corporation, The Chemours Company FC, LLC, a Delaware limited liability company with address at 1209 Orange Street, Wilmington, DE, 19801, U.S.A. ("CHEMOURS FC"), and The Chemours Company TT, LLC, a Pennsylvania limited liability company with address at 116 Pine Street, 3rd Floor, Suite 320, Harrisburg, PA, 17101, U.S.A. ("CHEMOURS TT") (each of DuPont, CHEMOURS FC and CHEMOURS TT, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Parties and certain of their Affiliates will enter into that certain Separation Agreement, to be dated **[—]**, 2015, (the "Separation Agreement"); and

WHEREAS, as of the Effective Date, DuPont has rights to certain Intellectual Property that is necessary or useful with respect to the Chemours Business, and CHEMOURS FC and CHEMOURS TT have rights to certain Intellectual Property that is necessary or useful with respect to DuPont's retained businesses, and, in contemplation of the Separation Agreement, DuPont wishes to grant to CHEMOURS FC and CHEMOURS TT, and CHEMOURS FC and CHEMOURS TT wish to grant to DuPont, a license to certain of such Intellectual Property, in each case as and to the extent set forth herein.

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in this Agreement, including as specified in this Section 1.1, Appendix I and Schedule A and Schedule A-2.

(a) "Abandoning Party" has the meaning set forth in Section 3.2.

(b) "Agreement" has the meaning set forth in the Preamble.

(c) "Analytical Methods" means analytical methods and test protocols which may be useful to measure composition and properties (*e.g.*, physical, mechanical, thermal, viscoelastic, viscometric, spectroscopic, etc., including modifications of the foregoing analytical methods and test protocols) used by CHEMOURS TT or CHEMOURS FC or otherwise in CHEMOURS TT's or CHEMOURS FC's possession as of the Effective Date. For the avoidance of doubt, all Analytical Methods shall be deemed to be Licensed Know-How (without limiting Section 2.4(b)).

(d) "Challenged Party" has the meaning set forth in Section 4.6(a).

(e) "Challenged Patent" has the meaning set forth in Section 4.6(a).

(f) "Challenging Party" has the meaning set forth in Section 4.6(a).

(g) "Change of Control" means (i) the direct or indirect acquisition, by any Person or group of Persons acting in concert, whether by merger, reorganization, consolidation, sale, operation of law or otherwise, in one transaction or any related series of transactions, of control of such Party or (ii) the sale, transfer or disposition by such Party, in one transaction or any related series of transactions, of all or substantially all of such Party's assets, in each case other than to a Subsidiary of such Party (but only for so long as such Subsidiary remains a Subsidiary of such Party). For the purposes of this definition, "control" shall have the meaning ascribed to such term in the definition of "Affiliate" herein.

(h) "Chemours Assets" shall have the meaning set forth in the Separation Agreement; provided that, for clarity, with respect to any period prior to the effective date of the Separation Agreement, the term "Chemours Assets" hereunder shall be deemed to have the meaning set forth in the Separation Agreement as of the effective date thereof (as may be modified or amended from time to time in accordance with the terms thereof).

(i) "Chemours Business" shall have the meaning set forth in the Separation Agreement; provided that, for clarity, with respect to any period prior to the effective date of the Separation Agreement, the term "Chemours Business" hereunder shall be deemed to have the meaning set forth in the Separation Agreement as of the effective date thereof (as may be modified or amended from time to time in accordance with the terms thereof).

(j) "Chemours End-Uses" means, with respect to each Chemours Product, those End-Uses of such Chemours Product set forth in Schedule A in the column labelled "Use Field". For clarity, the Chemours End-Uses shall not include anything in the Excluded Products and Fields.

(k) "Chemours Exclusive End-Uses" means, with respect to each Chemours Product, the Chemours End-Uses of such Chemours Product that are designated as "exclusive" in the column labelled "Use Field" in Schedule A, only as and to the extent so designated and subject to such limitations set forth on Schedule A with respect thereto. For clarity, the Chemours Exclusive End-Uses shall not include any Chemours Non-Exclusive End-Uses or anything in the Excluded Products and Fields.

(l) "Chemours Exclusive Make & Sell Products" means those Chemours Products that are designated as "exclusive" in the column labelled "Make & Sell Field" in Schedule A, only as and to the extent so designated and subject to such limitations set forth on Schedule A with respect thereto. For clarity, the Chemours Exclusive Make & Sell Products shall not include any Chemours Non-Exclusive Make & Sell Products or anything in the Excluded Products and Fields.

(m) "CHEMOURS FC" has the meaning set forth in the Preamble.

(n) "CHEMOURS FC Licensed Patents" means the Patents that are set forth on Schedule C.

(o) "Chemours Non-Exclusive End-Uses" means, with respect to each Chemours Product, the Chemours End-Uses of such Chemours Product that are designated as "non-exclusive" in the column labelled "Use Field" in Schedule A, only as and to the extent so designated and subject to such limitations set forth on Schedule A with respect thereto. For clarity, the Chemours Non-Exclusive End-Uses shall not include anything in the Excluded Products and Fields.

(p) "Chemours Non-Exclusive Make & Sell Products" means those Chemours Products that are designated as "non-exclusive" in the column labelled "Make & Sell Field" in Schedule A, only as and to the extent so designated and subject to such limitations set forth on Schedule A with respect thereto. For clarity, the Chemours Non-Exclusive Make & Sell Products shall not include anything in the Excluded Products and Fields.

(q) "Chemours Products" means those products set forth on Schedule A in the column labelled "Products", in each case only as and to the extent such product is defined in the column labelled "Product Definitions". For clarity, the Chemours Products shall not include anything in the Excluded Products and Fields.

(r) "Chemours Sublicensees" has the meaning set forth in Section 2.1(d).

(s) "CHEMOURS TT" has the meaning set forth in the Preamble.

(t) "CHEMOURS TT Licensed Patents" means the Patents that are set forth on Schedule D.

(u) "Confidential Technical Information" means all Know-How, whether in written or other tangible or intangible form, contained or reflected in (1) the Licensed Know-How (except with respect to any DuPont Licensed Engineering and Process Standards and Policies), for which purpose each Party shall be deemed a "Recipient", and (2) the DuPont Licensed Engineering and Process Standards and Policies, for which purpose CHEMOURS FC and CHEMOURS TT shall be deemed the "Recipient"; including, for example, (i) ideas and concepts for existing products, processes and services; (ii) specifications for products, equipment and processes; (iii) manufacturing and performance specifications and procedures; (iv) engineering drawings and graphs; (v) technical, research and engineering data; (vi) formulations and material specifications; (vii) laboratory studies and benchmark tests; (viii) service and operation manuals; (ix) quality assurance policies, procedures and specifications; and (x) evaluation or validation studies, and (3) Know-How developed by the Recipient using any of the foregoing Know-How (provided, however, data shall not be considered Confidential Technical Information only because of the use of an analytical method that constitutes Confidential Technical Information). If CHEMOURS TT or CHEMOURS FC adopts its own standard or policy using any of the Licensed Know-How (*e.g.*, DuPont Licensed Engineering Standards), such standard or policy would constitute Know-How developed by a Recipient using the Licensed Know-How under the foregoing clause (3) and "Confidential Technical Information"

hereunder and be subject to the terms of this Agreement (including Article VI). "Confidential Technical Information" shall also include any physical or tangible items embodying or including any Confidential Technical Information. Notwithstanding the foregoing, Confidential Technical Information shall not include any information which:

(a) is publicly known prior to the Effective Date; or

(b) becomes publicly known through no fault of the Recipient or as permitted under this Agreement;

(c) is or has been disclosed to the Recipient by a Third Party who has a lawful right to disclose the information, except to the extent covered by an obligation of confidentiality or restricted use to the Third Party; or

(d) is independently developed by or for the Recipient without use of Confidential Technical Information for which the party is deemed a Recipient under this Agreement;

provided that: (i) technical information or know-how shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general knowledge in the public domain or in the Recipient's possession; and (ii) no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the Recipient's possession, unless the combination itself and its principle of operations are in the public domain or in the Recipient's possession.

(v) "DuPont" has the meaning set forth in the Preamble.

(w) "DuPont Competitor" means each of the following Persons, including each of its Affiliates and its and their respective successors and assigns: Monsanto Company, The Dow Chemical Company, Bayer Aktiengesellschaft, BASF SE, 3M Company, INVISTA B.V., Lucite International Ltd., Novozymes A/S, Panasonic Corporation, Solvay S.A., and Daikin Industries, Ltd.

(x) "DuPont Licensed Engineering and Process Standards and Policies" means, collectively, (i) DuPont Licensed Engineering Standards, and (ii) the DuPont Licensed SHE Standards. Once CHEMOURS TT or CHEMOURS FC adopts its own standard or policy using any of the Licensed Know-How (*e.g.*, DuPont Licensed Engineering Standards or DuPont Licensed SHE Standards), such standard or policy would not constitute DuPont Licensed Engineering and Process Standards and Policies under the terms of this Agreement, provided that as part of the process of adopting such a standard or policy, each of CHEMOURS FC and CHEMOURS TT shall (i) remove, strike over, or otherwise obliterate all DuPont Retained Names and (ii) delete any material or provisions not applicable to the Chemours Assets from the applicable DuPont Licensed Engineering and Process Standards and Policies used in creating such adopted standard or policy and shall cease to make any use of any DuPont Retained Names or any such material or provisions in connection therewith.

(y) "DuPont Licensed Engineering Standards" means the standards, protocols, processes, and policies, including the engineering guidelines which consist of that library of "how-to" guides for designing, constructing, maintaining, and operating facilities, each only to the extent documented in documents set forth on Part I of Schedule E. Once CHEMOURS TT or CHEMOURS FC adopts its own standard or policy using any of the Licensed Know-How (*e.g.*, DuPont Licensed Engineering Standards), subject to the proviso in the definition of "DuPont Licensed Engineering and Process Standards and Policies," such standard or policy would not constitute DuPont Licensed Engineering Standards under the terms of this Agreement.

(z) "DuPont Licensed IP" means the Licensed Know-How and DuPont Licensed Patents.

(aa) "DuPont Licensed Notebooks" means the notebooks that are set forth on Schedule F.

(bb) "DuPont Licensed Patents" means the Patents that are set forth on Schedule G.

(cc) "DuPont Licensed Reports" means the reports that are set forth on Schedule H.

(dd) "DuPont Licensed SHE Standards" means the DuPont Safety, Health, and Environmental standards to the extent set forth on Part II of Schedule E. Once CHEMOURS TT or CHEMOURS FC adopts its own standard or policy using any of the Licensed Know-How (*e.g.*, DuPont Licensed SHE Standards), subject to the proviso in the definition of "DuPont Licensed Engineering and Process Standards and Policies," such standard or policy would not constitute DuPont Licensed SHE Standards under the terms of this Agreement.

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

(ff) "DuPont Sublicensees" has the meaning set forth in Section 2.2(c).

(gg) "Effective Date" has the meaning set forth in the Preamble.

(hh) "End-Uses" means, with respect to a product or item, any products, applications, processes, end-uses or other items of or incorporating such product or item. For clarity, the End-Uses of a product or item include the use of such product or item for any purpose, including making any other product (including in a reaction to make another chemical or use in another composition or formulation, such as paint) or for its intended (or unintended) purpose, including application to an object.

(ii) "Energy Storage Collaboration Agreement" means the Energy Storage Collaboration Agreement dated as of February 1, 2015 entered into by and between DuPont and CHEMOURS FC.

(jj) "Enforcing Party" has the meaning set forth in Section 4.2.

(kk) "Engineering Models and Databases" means (a) physical property databases, (b) empirical or mathematical dynamic or steady state models of processes, equipment or reactions, (c) computations of equipment or unit operation operating conditions including predictive or operational behavior, and (d) databases with historical operational data, in each case to the extent owned by DuPont or its Affiliates as of the Effective Date and used with, and necessary for, operation of equipment and unit operations included in the Chemours Assets in connection with the Chemours Business and also used or useful in or otherwise related to DuPont's retained businesses, provided that such equipment or unit operations are located at the Chemours sites listed in Schedule J.

(ll) "Excluded Products and Fields" means, collectively, (i) anything not expressly licensed to Licensee under Section 2.1(a) (including any End-Uses of any Chemours Product other than the Chemours End-Uses for such Chemours Product); (ii) anything excluded from Licensee's rights under Section 2.1(b), and (iii) anything exclusively licensed to DuPont under Section 2.2(a).

(mm) "Exclusively Licensed IP" means (i) with respect to CHEMOURS FC and CHEMOURS TT as the Licensee, any DuPont Licensed IP exclusively licensed to CHEMOURS FC and CHEMOURS TT under Section 2.1, in each case only with respect to (A) making, having made, offering for sale, selling, or importing or exporting in connection therewith, Chemours Exclusive Make & Sell Products or (B) using Chemours Exclusive Make & Sell Products in Chemours Exclusive End-Uses, and (ii) with respect to DuPont as the Licensee, any CHEMOURS FC Licensed IP or CHEMOURS TT Licensed IP exclusively licensed to DuPont under Section 2.2. For clarity, with respect to CHEMOURS FC and CHEMOURS TT, Exclusively Licensed IP shall not include anything licensed to or reserved by DuPont (for its benefit or the benefit of its Affiliates, customers or customers' customers) in Section 2.2.

(nn) "Instruments & Tools" means physical devices (*e.g.*, instruments and tools) that measure properties or performance of CHEMOURS TT, CHEMOURS FC or DuPont products, or customers' products containing or made using CHEMOURS TT, CHEMOURS FC or DuPont products.

(oo) "Invalidity Allegations" has the meaning set forth in Section 4.1.

(pp) "Know-How" means trade secrets and all other confidential or proprietary information, know-how, inventions, processes, formulae, models and methodologies, excluding, for clarity, Patents.

(qq) "Licensed IP" means the CHEMOURS FC Licensed Patents and CHEMOURS TT Licensed Patents, with respect to the licenses to DuPont hereunder, and the DuPont Licensed IP, with respect to the licenses to CHEMOURS FC and CHEMOURS TT hereunder.

(rr) "Licensed Know-How" means the DuPont Licensed Engineering and Process Standards and Policies, the DuPont Licensed Notebooks, the Engineering Models and Databases, the DuPont Licensed Reports, and the Toxicological Reports and Data, in each case (i) notwithstanding that CHEMOURS FC or CHEMOURS TT may be in possession of such Know-How as of the Effective Date, and (ii) including all Know-How contained or reflected therein, whether in written or other tangible or intangible form, together with any physical or tangible items embodying or including any of the foregoing.

(ss) "Licensee" means each of CHEMOURS FC and CHEMOURS TT, with respect to the DuPont Licensed IP, and DuPont, with respect to the CHEMOURS FC Licensed Patents and the CHEMOURS TT Licensed Patents.

(tt) "Licensor" means CHEMOURS FC with respect to the CHEMOURS FC Licensed Patents, CHEMOURS TT with respect to the CHEMOURS TT Licensed Patents, and DuPont with respect to the DuPont Licensed IP.

(uu) "Party" has the meaning set forth in the Preamble.

(vv) "Patent Challenge" means any direct or indirect (including by supporting an Action brought by another Person) challenge to the validity, patentability, enforceability, non-infringement or ownership of any Patent, including any such (i) court challenge (including any such declaratory judgment action), or (ii) activity or proceeding before a patent office or other Governmental Entity or registrar, including any reissue, reexamination, pre-grant review, post-grant review, opposition or similar proceeding.

(ww) "Patents" means, collectively, (a) any patents and patent applications, and any and all related national or international counterparts thereto, including any divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof; and (b) scheduled written patent proposals and patents and patent applications as described in the foregoing clause (a) resulting therefrom. (At a Licensee's request, the Licensor shall promptly provide the requesting Licensee a copy of a patent application included in the Licensed IP owned by Licensor and filed on the Licensor's written patent proposal and the serial number or grant number of Patents resulting therefrom.)

(xx) "Representatives" has the meaning set forth in Section 6.1(a).

(yy) "Separation Agreement" has the meaning set forth in the Recitals.

(zz) "Sublicensees" has the meaning set forth in Section 2.2(c).

(aaa) "Third Party" means any Person other than DuPont, CHEMOURS FC, CHEMOURS TT, and their respective Affiliates.

(bbb) "Third Party Infringement" has the meaning set forth in Section 4.1.

(ccc) "Toxicological Reports and Data" means the Haskell reports that are set forth on Schedule I and toxicological reports and data developed in support of registration and regulatory compliance.

(ddd) "Valid Claim" means a claim of an issued and unexpired Patent that (i) has not been revoked or held unenforceable or invalid by a decision of a court or other Governmental Entity of competent jurisdiction from which no appeal can be taken or has been taken within the time allowed for appeal and (ii) has not been abandoned, disclaimed, denied, or admitted to be invalid or unenforceable through reissue or disclaimer or otherwise in such country.

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The words "written request" when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein. The word "or" indicates an alternative, but not a mutually exclusive alternative unless clearly indicated as being mutually exclusive, such as when preceded in a clause by the word "either". As used herein, "copolymer" means polymers comprising copolymerized units resulting from copolymerization of two or more comonomers including dipolymers, terpolymers, tetrapolymers, etc.

ARTICLE II

GRANTS OF RIGHTS

Section 2.1 License to Chemours of DuPont Licensed IP.

(a) General Licenses. Subject to the terms and conditions of this Agreement (including Section 2.1(b) and Section 2.1(c)), acting on behalf of itself and its Affiliates, DuPont hereby grants CHEMOURS FC and CHEMOURS TT an irrevocable, royalty-free, fully paid-up, sublicenseable (to the extent permitted in Section 2.1(d)), worldwide license in, to and under the DuPont Licensed IP only to:

(i) make, have made, offer for sale, sell, and import and export in connection therewith, each Chemours Product, which license shall be exclusive to the extent such Chemours Product constitutes a Chemours Exclusive Make & Sell Product and non-exclusive to the extent such Chemours Product constitutes a Chemours Non-Exclusive Make & Sell Product; and

(ii) use each Chemours Product for the applicable Chemours End-Use, which license shall be exclusive to the extent such Chemours End-Use constitutes a Chemours Exclusive End-Use and non-exclusive to the extent such Chemours End-Use constitutes a Chemours Non-Exclusive End-Use;

provided, further, that in the Energy Storage Field, CHEMOURS FC's and CHEMOURS TT's licenses under each of the foregoing (i) and (ii) shall be further limited as follows:

(iii) with respect to Fluoropolymer Products and Fluorochemical Products, only to make, have made, sell, offer to sell, import, export and use Chemours Energy Storage Products;

(iv) to make, have made, import and export Energy Storage Fluorinated Solvents and Fluorinated Solvent Intermediates only for sale to DuPont or its Affiliates (subject to such other terms and conditions as are mutually agreed in writing between the applicable Parties in the Energy Storage Collaboration Agreement or any other agreement between the applicable Parties specifically referencing this Agreement); and

(v) to make, have made, sell, offer to sell, import, export and use Chemours Products other than Fluoropolymer Products, Fluorochemical Products, Energy Storage Fluorinated Solvents and Fluorinated Solvent Intermediates.

(b) Certain Exclusions from the Licenses to Chemours. Notwithstanding anything to the contrary herein (including Section 2.1(a)), CHEMOURS FC and CHEMOURS TT are not granted any and shall have no rights hereunder with respect to, and DuPont hereby expressly reserves all rights and licenses in, to and under, the DuPont Licensed IP:

(i) with respect to each Chemours Product, anything described on Schedule A in the corresponding column labelled "Excluded Products and Fields" (including that, for clarity, to the extent any use or application is described in the "Excluded Products and Fields" for a Chemours Non-Exclusive Make & Sell Product or Chemours Exclusive Make & Sell Product, CHEMOURS FC and CHEMOURS TT shall have no rights hereunder to sell or otherwise provide such Chemours Product to any other Person for such use or application);

(ii) to make, have made, sell or offer for sale, import, export or use any VF Products, provided, however, that the foregoing shall not restrict CHEMOURS FC or CHEMOURS TT (or their respective permitted Chemours Sublicensees) from engaging in the Permitted VF Activities;

(iii) to make, have made, sell or offer for sale, import, export or use any films for Photovoltaic Backsheet or polymers, polymer dispersions or adhesives used in making or supporting films for Photovoltaic Backsheet (collectively, "PV Products"), provided, however, that the foregoing shall not restrict CHEMOURS FC or CHEMOURS TT (or their respective permitted Chemours Sublicensees) from engaging in the Permitted PV Activities;

(iv) to make, have made, sell, offer for sale, import, export or use any (a) Crop Protection Products (other than purchasing Crop Protection Products and using them for their intended purpose) and (b) Fluoropolymer Products and Fluorochemical Products for use in making Pesticide Chemicals; provided, however, that this shall not exclude the right to make, have made, offer for sale, sell, and import and export a Fluoropolymer Product or Fluorochemical Product that is a Commodity Chemical for use in making Pesticide Chemicals; or

(v) to make, have made, sell or offer for sale, or import or export in connection therewith, VF.

(c) DuPont Licensed Engineering and Process Standards and Policies. Notwithstanding anything to the contrary herein, CHEMOURS FC's and CHEMOURS TT's licenses under Section 2.1(a) above shall be further limited to only practicing such DuPont Licensed Engineering and Process Standards and Policies at any location where the Chemours Assets are situated and only to the extent necessary to maintain and operate the Chemours Assets and only until the Standards Adopted Date.

(d) Sublicenses. CHEMOURS FC and CHEMOURS TT may sublicense each of their respective rights under Section 2.1 (other than Section 2.1(c)) to its Affiliates and Third Parties, in each case only in connection with the operation of the Chemours Business; provided that with respect to DuPont Licensed Engineering Standards and DuPont Licensed SHE Standards, subject to Section 2.1(c), CHEMOURS FC and CHEMOURS TT may sublicense each of their respective rights under Section 2.1(c) only to such of its Affiliates which, as of the Effective Date, are operating or maintaining the applicable Chemours Assets, in each case only in connection with the maintenance and operation of the applicable Chemours Assets (each such Affiliate or Third Party, a "Chemours Sublicensee"). Each sublicense granted under Licensed Know-How shall be granted pursuant to a written agreement which is subject to, and consistent with, the terms and conditions of this Agreement and which provides that DuPont shall be an intended third party beneficiary thereunder with the right of direct enforcement against such sublicensee for not less than the first ten (10) years of the term thereof. For clarity, granting a sublicense shall not relieve CHEMOURS FC or CHEMOURS TT of any obligations hereunder and CHEMOURS FC and CHEMOURS TT shall cause each of their respective Chemours Sublicensees which are Affiliates of CHEMOURS FC or CHEMOURS TT (as applicable) to comply, and shall remain responsible for such Chemours Sublicensees' compliance, with the terms hereof applicable to CHEMOURS FC and CHEMOURS TT.

(e) Non-Assertion. In addition to any licenses granted by DuPont under Section 2.1(a), DuPont hereby agrees not to assert (and shall cause its Affiliates not to assert) any (i) Patent that is associated with the DuPont Perfluorinated Elastomers in the DuPont "OneIP" database as of the Effective Date or (ii) DuPont Perfluorinated Elastomers Know-How that is used in connection with any Chemours Fluoroelastomer Products as of the Effective Date, in each case with respect to:

(i) CHEMOURS FC or any of its Affiliates making, having made, using, selling, offering to sell or importing Chemours Fluoroelastomer Products (on any scale) which CHEMOURS FC or any of its Affiliates is making, having made, using, selling, offering to sell or importing on a commercial scale as of the Effective Date (and substantial equivalent Chemours Fluoroelastomer Products thereof) in the same or substantially equivalent process as done as of the Effective Date; or

(ii) any licensee or sublicensee (each of the foregoing, as in effect as of the Effective Date) (including any customer or customer's customers of CHEMOURS FC or any of its Affiliates or such authorized licensee or sublicensee) of CHEMOURS FC or any of its Affiliates making, having made, using, selling, offering to sell or importing Chemours Fluoroelastomer Products (on any scale) which such licensee or sublicensee is making, having made, using, selling, offering to sell or importing on a commercial scale as of the Effective Date (and substantial equivalent Chemours Fluoroelastomer Products thereof) in the same or substantially equivalent process as authorized by CHEMOURS FC or any of its Affiliates and as practiced as of the Effective Date;

provided, however, that the foregoing non-assert shall not apply to anything in the Excluded Products and Fields.

(f) Consulting Businesses Activities. In addition to the rights granted under Sections 2.1(a), subject to the terms and conditions of this Agreement (including Section 2.1(b) and Section 2.1(c)):

(i) DuPont, acting on behalf of itself and its Affiliates, hereby acknowledges and agrees that each of CHEMOURS FC and CHEMOURS TT and their respective Affiliates shall at all times have and retain, and each of CHEMOURS FC and CHEMOURS TT hereby expressly reserves for itself and its Affiliates, the worldwide rights under the CHEMOURS FC Licensed Patents and CHEMOURS TT Licensed Patents (as applicable) to, and to license or sublicense any Persons to conduct and otherwise engage in the applicable activities designated for CHEMOURS FC or CHEMOURS TT (as applicable) and described in Schedule B, in each case only as described therein and subject to such restrictions with respect thereto as set forth in Schedule B, in each case on an irrevocable, royalty-free and fully paid-up basis; and

(ii) DuPont, acting on behalf of itself and its Affiliates, hereby grants each of CHEMOURS FC and CHEMOURS TT and their respective Affiliates an irrevocable, royalty-free, fully paid-up, sublicenseable (to the extent permitted in Section 2.1(d)), worldwide, non-exclusive license in, to and under the Licensed Know-How to conduct and otherwise engage in the applicable activities designated for CHEMOURS FC or CHEMOURS TT (as applicable) and described in Schedule B, in each case only as described therein and subject to such restrictions with respect thereto as set forth in Schedule B.

For the avoidance of doubt, the reservations and grants set forth in the foregoing clauses (i) and (ii) in this Section 2.1(f) shall not, and shall not be deemed to, render any other right of or grant to CHEMOURS FC or CHEMOURS TT in this Agreement that is not non-exclusive (*e.g.*, an exclusive license) to be non-exclusive or otherwise limit such right or grant.

(g) By-Products, Impurities and Intermediates of Chemours Products. For the avoidance of doubt, subject to the terms and conditions of this Agreement (including Section 2.1(b) and Section 2.1(c)), the rights granted under Section 2.1(a) shall include the rights to make or have made any by-product, impurity or intermediate of any process to make any Chemours Product in connection with exercising such rights granted under Section 2.1(a), in each case without limiting any of the restrictions and exclusions hereunder.

(h) Third Party Rights. Notwithstanding anything to the contrary herein, the licenses granted under this Section 2.1, including any exclusivity thereof, are subject to any rights of or obligations owed to any Third Parties with respect to the applicable Licensed IP pursuant to agreements existing as of the Effective Date between the applicable Licensor or its Affiliates and such Third Parties.

Section 2.2 Licenses to DuPont of CHEMOURS FC and CHEMOURS TT Licensed Patents.

(a) License Grant. Subject to the terms and conditions of this Agreement, acting on behalf of itself and its Affiliates, each of CHEMOURS FC (with respect to the CHEMOURS FC Licensed Patents) and CHEMOURS TT (with respect to the CHEMOURS TT Licensed Patents) hereby grants DuPont an irrevocable, royalty-free, fully paid-up, sublicenseable (to the extent permitted in Section 2.2(c)), worldwide license in, to and under the CHEMOURS FC Licensed Patents (with respect to CHEMOURS FC and its Affiliates) and the CHEMOURS TT Licensed Patents (with respect to CHEMOURS TT and its Affiliates) to make, have made, offer for sale, sell, import, export and use:

(i) any Chemours Non-Exclusive Make & Sell Products, which license to make and have made (and to import and export in conjunction therewith) shall be non-exclusive, and which (subject to Sections 2.2(a)(ii), (iii), (iv) and (vi)) license to offer for sale, sell and use (and to import and export in conjunction therewith) shall be non-exclusive outside of the Chemours Exclusive Make & Sell End-Uses;

(ii) with respect to each Chemours Product, anything described on Schedule A in the corresponding column labelled “Excluded Products and Fields”, which license shall be exclusive;

(iii) any VF Products, which license shall be exclusive, provided, however, that the foregoing shall not restrict CHEMOURS FC or CHEMOURS TT (or their respective permitted Chemours Sublicensees) from engaging in the Permitted VF Activities;

(iv) any PV Products, which license shall be exclusive, provided, however, that the foregoing shall not restrict CHEMOURS FC or CHEMOURS TT (or their respective permitted Chemours Sublicensees) from engaging in the Permitted PV Activities;

(v) in the Energy Storage Field, subject to such other terms and conditions as are mutually agreed in writing between the applicable Parties in the Energy Storage Collaboration Agreement or any other agreement between the applicable Parties specifically referencing this Agreement, anything (including products, End-Uses or activities) not exclusively licensed to CHEMOURS FC and CHEMOURS TT under Section 2.1(a), and which license shall be non-exclusive where CHEMOURS FC or CHEMOURS TT is granted non-exclusive rights under Section 2.1(a) and otherwise exclusive; and

(vi) anything (including products, End-Uses or activities) not expressly exclusively licensed to CHEMOURS FC and CHEMOURS TT under Section 2.1(a), which license shall be non-exclusive where CHEMOURS FC or CHEMOURS TT is granted non-exclusive rights under Section 2.1(a) and otherwise exclusive.

(b) DuPont Reserved Rights. Notwithstanding anything to the contrary herein (including any exclusivity granted under Section 2.1 or limitations under Section 2.2(a)), and in addition to the rights granted to DuPont under Section 2.2(a), acting on behalf of itself and its Affiliates, each of CHEMOURS FC and CHEMOURS TT hereby:

(i) acknowledges and agrees that DuPont and its Affiliates shall at all times have and retain, and DuPont hereby expressly reserves for itself and its Affiliates, the DuPont Reserved Rights; and

(ii) grants DuPont an irrevocable, royalty-free, fully paid-up, sublicenseable (to the extent permitted in Section 2.2(c)), worldwide license in, to and under the CHEMOURS FC Licensed Patents (with respect to CHEMOURS FC and its Affiliates) and the CHEMOURS TT Licensed Patents (with respect to CHEMOURS FC and its Affiliates) to exercise the DuPont Reserved Rights.

For the avoidance of doubt, the reservation and grants in this Section 2.2(b) shall be on a non-exclusive basis, provided, however, that the provisions of this Section 2.2(b) shall not, and shall not be deemed to, render any other right of or grant to DuPont in this Agreement that is not non-exclusive (*e.g.*, an exclusive license) to be non-exclusive or otherwise limit such right or grant.

(c) Sublicenses. DuPont may sublicense its rights under this Section 2.2 to its Affiliates and Third Parties (each such Affiliate and Third Party, a "DuPont Sublicensee," and, collectively with any Chemours Sublicensees, the "Sublicensees"), in each case without restriction. For clarity, granting a sublicense shall not relieve DuPont of any obligations hereunder and DuPont shall cause the DuPont Sublicensees which are Affiliates of DuPont to comply, and shall remain responsible for such DuPont Sublicensees' compliance, with the terms hereof applicable to DuPont.

(d) Non-Assertion. In addition to any licenses granted by CHEMOURS FC and CHEMOURS TT under Section 2.2(a), CHEMOURS FC hereby agrees not to assert (and shall cause its Affiliates not to assert) any (i) Patent that is associated with any Chemours Fluoroelastomer Products in the DuPont "OneIP" database as of the Effective Date or (ii) Chemours Fluoroelastomer Products Know-How that is used in connection with any DuPont Perfluorinated Elastomers as of the Effective Date, in each case with respect to:

(i) DuPont or any of its Affiliates making, having made, using, selling, offering to sell or importing DuPont Perfluorinated Elastomers (on any scale) which DuPont or any of its Affiliates is making, having made, using, selling, offering to sell or importing on a commercial scale as of the Effective Date (and substantial equivalent DuPont Perfluorinated Elastomers thereof) in the same or substantially equivalent process as done as of the Effective Date; or

(ii) any licensee or sublicensee (each of the foregoing, as in effect as of the Effective Date) (including any customer or customer's customers of DuPont or any of its Affiliates or such authorized licensee or sublicensee) of DuPont or any of its Affiliates making, having made, using, selling, offering to sell or importing DuPont Perfluorinated Elastomers (on any scale) which such licensee or sublicensee is making, having made, using, selling, offering to sell or importing on a commercial scale as of the Effective Date (and substantial equivalent DuPont Perfluorinated Elastomers thereof) in the same or substantially equivalent process as authorized by DuPont or any of its Affiliates and as practiced as of the Effective Date.

(e) Consulting Businesses Activities. In addition to the rights granted and reserved under Sections 2.2(a) and 2.2(b), subject to the terms and conditions of this Agreement, each of CHEMOURS FC and CHEMOURS TT, acting on behalf of itself and its Affiliates, hereby acknowledges and agrees that DuPont and its Affiliates shall at all times have and retain, and DuPont hereby expressly reserves for itself and its Affiliates, the worldwide rights under the DuPont Licensed IP to, and to license or sublicense any Persons to, conduct and otherwise engage in the applicable activities designated for DuPont and described in Schedule B, in each case only as described therein and subject to such restrictions with respect thereto as set forth in Schedule B, in each case on an irrevocable, royalty-free and fully paid-up basis. For the avoidance of doubt, the provisions of this Section 2.2(e) shall not, and shall not be deemed to, render any other right of or grant to DuPont in this Agreement that is not non-exclusive (*e.g.*, an exclusive license) to be non-exclusive or otherwise limit such right or grant.

(f) Chemical and Biological Clearing House Operations. CHEMOURS FC and CHEMOURS TT understand that DuPont's Crop Chemicals business operates a Chemical and Biological Clearing House (CBCH) containing large numbers of samples of chemicals and that DuPont and its Affiliates exchange or sell those chemicals (directly or indirectly through others) and agree that, notwithstanding anything to the contrary in this Agreement, DuPont and its Affiliates may carry out such activities using the DuPont Licensed IP without restriction and, notwithstanding any other provision of this Agreement, the foregoing shall not constitute a breach or other violation of this Agreement.

(g) Third Party Rights. Notwithstanding anything to the contrary herein, the licenses granted under this Section 2.2, including any exclusivity thereof, are subject to any rights of or obligations owed to any Third Parties with respect to the applicable Licensed IP pursuant to agreements existing as of the Effective Date between the applicable Licensor or its Affiliates and such Third Parties.

Section 2.3 Reservation of Rights. Except as provided in the Separation Agreement or any Ancillary Agreement, each Party reserves its and its Affiliates' rights in and to all Intellectual Property that is not expressly licensed or otherwise granted hereunder. Without limiting the foregoing, this Agreement and the licenses and rights granted herein do not, and shall not be construed to, confer any rights upon either Party, its Affiliates, or its Sublicensees by implication, estoppel, or otherwise as to any of the other Party's or its Affiliates' Intellectual Property, except as otherwise expressly set forth herein. Except as set forth in this Agreement, this Agreement shall not restrict DuPont's or its Affiliates' ability to purchase and use any product (including products obtained from another Party or Third Parties) for any purpose, provided, however, that this provision shall not be construed to require any Party or any of its Affiliates to sell any product to the other Party.

Section 2.4 Analytical Methods; Instruments and Tools. Each Party acknowledges and agrees that:

(a) Each Party and its Affiliates shall have the right to use the Analytical Methods for any and all purposes, subject to and without limiting the restrictions and limitations on CHEMOURS FC's and CHEMOURS TT's licenses hereunder (including under Section 2.1(b) and Section 2.1(c)); and

(b) Data and other information produced or otherwise resulting from the use of an Analytical Method shall not be deemed to be Licensed Know-How only by virtue of the fact that such Analytical Method constitutes Licensed Know-How under this Agreement.

(c) For the avoidance of doubt, each of CHEMOURS FC, CHEMOURS TT and DuPont and their respective Affiliates shall be permitted to use the Licensed Know-How to make, have made, offer for sale, sell, import, export and use Instruments & Tools for the products it is permitted to make and sell under the terms of this Agreement, or to analyze products it purchases from any other Party or any other Person, and to make, have made, offer for sale, sell, import, export and use such Instruments & Tools to support the sales or use of any of such products or its own products; provided, however, that DuPont and its Affiliates shall not use information specific to the Exclusive Analyzers in developing such products. For clarity, data and other information produced or otherwise resulting from the use of such Instruments & Tools shall not be deemed to be Licensed Know-How only by virtue of the fact that such Instruments & Tools were made, offered for sale or sold, or operate using Licensed Know-How.

ARTICLE III

PROSECUTION AND MAINTENANCE; OWNERSHIP

Section 3.1 Responsibility and Cooperation.

(a) Subject to Section 3.2, Licensor shall be solely responsible for filing, prosecuting, and maintaining all Patents within the Licensed IP owned by Licensor. Licensor shall be responsible for all costs associated with filing, prosecuting, and maintaining such Patents. Without limiting the foregoing, each of CHEMOURS FC and CHEMOURS TT shall use commercially reasonable efforts to prosecute and maintain in good faith all Patents within the CHEMOURS FC Licensed Patents or CHEMOURS TT Licensed Patents (as applicable), in each case solely with respect to Patents having claims which relate to any products, End-Uses or activities in the Excluded Field.

(b) Licensee shall reasonably cooperate with Licensor with respect to providing such information or taking such other actions as may be mutually agreed by the Parties in writing in order to protect each Party's rights in the Licensed IP in connection with requirements or provisions of applicable Laws in local jurisdictions (such as, by way of example and without limitation, providing mutually agreed information to support Patent working requirements in India).

(c) The Parties agree to reasonably cooperate with each other with respect to preparing instruments (to be mutually agreed in writing by the Parties) to record Licensee as the licensee of the Licensed IP in any applicable foreign Governmental Entity or registrar where such recordation is required, in each case as and to the extent so required under the applicable Laws of such jurisdictions, and Licensee shall have the right to record such instrument with the applicable Governmental Entity or registrar, in each case at Licensee's sole cost and expense. Notwithstanding anything to the contrary in any such instrument, to the extent of any conflict or inconsistency between this Agreement and such instrument, this Agreement shall control. For clarity and without limiting the foregoing, any such instrument may or may not refer to this Agreement or include disclaimers, limitations or exceptions with respect to the Licensed IP or the licenses thereto and may be dated as of, before or after the Effective Date.

Section 3.2 Failure to Prosecute or Maintain.

(a) In the event that either Party as Licensor decides to forego prosecution or maintenance of a Patent for which it is allocated responsibility pursuant to Section 3.1, such Licensor (the "Abandoning Party") shall use commercially reasonable efforts to provide written notice to Licensee (or, if DuPont is the Abandoning Party, either CHEMOURS FC or CHEMOURS TT, at DuPont's election) at least thirty (30) days prior to the final deadline for taking a necessary step to continue to prosecute or maintain the applicable Patent (such notice, the "Assumption Notice"). Upon receipt of such Assumption Notice, such Licensee will have the option of assuming responsibility for such prosecution and maintenance at its sole expense. If such Licensee elects to assume responsibility for prosecution and maintenance pursuant to this Section 3.2, such Licensee shall notify the Abandoning Party in writing of such election within thirty (30) days (or such shorter period requested where the final deadline is in less than thirty

(30) days or the Abandoning Party will be required to incur significant expense to continue or maintain a Patent) following such Assumption Notice from the Abandoning Party, and the Abandoning Party shall either:

(i) withdraw its decision to abandon and continue prosecuting or maintaining such Patent at its expense; or

(ii) assign its entire right, title, and interest in such Patent to Licensee; provided that the Abandoning Party shall:

(1) retain (and is hereby granted) a license with respect to the applicable Patent consistent with Section 2.1 (if the Abandoning Party is CHEMOURS FC or CHEMOURS TT, and such Patent shall thereafter be deemed a DuPont Licensed Patent hereunder) or Section 2.2 (if the Abandoning Party is DuPont, and such Patent shall thereafter be deemed a CHEMOURS FC Licensed Patent or CHEMOURS TT Licensed Patent (as applicable) hereunder), except that such license shall be nonexclusive, and

(2) have no other obligation thereby to assign any related Patents or Patent applications, including any Patents or Patent applications in such assigned Patent's family.

(b) For avoidance of doubt, if the applicable Licensee does not notify the Abandoning Party of its election in writing within thirty (30) days following the applicable Assumption Notice from the Abandoning Party (or such shorter period as specified in Section 3.2(a)), such Licensee (or, if DuPont is the Abandoning Party, both CHEMOURS FC and CHEMOURS TT) shall be deemed to have elected to not assume responsibility for prosecution and maintenance pursuant to this Section 3.2 and the Licensor may abandon such Patent or decide not to abandon such Patent.

(c) Neither Licensor shall be liable to any Licensee for any inadvertent, unintentional or unavoidable abandonment of any Patent of such Licensor. The assignee Party shall be responsible for preparing and filing assignment documents required for completing formalities to assign the applicable Patent pursuant to Section 3.2(a)(ii). In the event of an assignment of a Patent pursuant to Section 3.2(a)(ii), the Parties agree to reasonably cooperate in executing appropriate assignment documents provided by the assignee Party to complete such formalities, such as powers of attorney and documents for recording assignments for all such assigned Patents, upon request from the assignee Party. All out-of-pocket expenses associated with preparing and recording any assignment of a Patent under Section 3.2(a)(ii) shall be paid by the assignee Party. For the avoidance of doubt, (a) the assignee shall become responsible for all prosecution or maintenance as of the date of the notice indicating its desires for the assignment and (b) the assignee shall be responsible for all payments due to continue or maintain the Patent, including any expenses for legal services, fees and the like in bills received after receipt of the Assumption Notice (unless the Licensor decides not to abandon the Patent in accordance with the foregoing clause (b)). (If requested by the assignor, the assignee shall promptly reimburse the assignor for any such fee or expense.) If a Patent is assigned under Section 3.2(a)(ii), then, unless otherwise agreed in writing, the assignee may abandon such Patent without notice or obligation of assignment to the other Party.

(d) Notwithstanding the foregoing, each Licensor shall be (i) free to abandon unpublished patent applications and patent proposals and (ii) shall have no obligation to file any national or regional application based on any international or regional patent applications or filings (including any PCT or EPO applications) whether or not designated under such applications or filings, and such Licensor shall not be obligated to file any patent application based on any patent proposal (in the case of (i)) or designation (in the case of (ii)), in each case without any obligation of notice or assignment in connection with any of the foregoing. No advanced notice thereof shall be required, and such Licensor shall notify the Licensee(s) within thirty (30) days after receiving from Licensee a written request for a status update with respect thereto.

(e) For the purposes of this Section 3.2 only, notices concerning abandoning and assignment of Patents may be sent by e-mail to an e-mail account designated by each Party for sending and receiving such notices, each of which e-mail accounts as of the date hereof is set forth below and can be changed by sending advance written notice to the other Parties at their identified e-mail accounts:

Email Account for DuPont:	*erik.w.perez@dupont.com*
Email Account for CHEMOURS FC:	*patentlegal@chemours.com*
Email Account for CHEMOURS TT:	*patentlegal@chemours.com*

Section 3.3 Sale of Licensed Patents by Licensor. Licensor and its Affiliates shall be free to sell, convey or transfer any Patent licensed by it hereunder so long as the sale, conveyance or transfer is accomplished subject to any rights hereunder of each Licensee and its Affiliates.

Section 3.4 Ownership. As between the Parties, Licensee acknowledges and agrees that (i) CHEMOURS FC owns the CHEMOURS FC Licensed Patents, CHEMOURS TT owns the CHEMOURS TT Licensed Patents and DuPont owns the DuPont Licensed IP, (ii) except as provided in Section 3.2, neither Licensee, nor its Affiliates or its Sublicensees, will acquire any ownership rights in the Licensed IP owned by the Licensor, and (iii) Licensee shall not, and shall cause its Affiliates and its Sublicensees to not, represent that they have an ownership interest in any of the Licensed IP owned by the Licensor.

Section 3.5 No Additional Obligations. This Agreement shall not obligate either Party to disclose to the other Party, or maintain, register, prosecute, pay for, enforce, or otherwise manage any Intellectual Property except as expressly set forth herein.

ARTICLE IV

ENFORCEMENT

Section 4.1 Notification. If Licensee becomes aware of (a) any Third Party activities that constitute, or would reasonably be expected to constitute, an infringement, misappropriation, or other violation of any Exclusively Licensed IP licensed to such Licensee in the field where the Licensee has an exclusive license hereunder ("Third Party Infringement") or (b) any written Third Party allegations of invalidity or unenforceability of any Exclusively Licensed IP licensed to such Licensee ("Invalidity Allegations"), Licensee shall promptly notify Licensor thereof in writing.

Section 4.2 Defense and Enforcement. Licensor shall have the sole initial right, but not the obligation, to elect to bring an Action or enter into settlement discussions regarding Third Party Infringements and Invalidity Allegations with respect to any Exclusively Licensed IP licensed by such Licensor at Licensor's sole expense. If Licensor does not so elect for a Third Party Infringement or Invalidity Allegation with respect to such Exclusively Licensed IP within one-hundred eighty (180) days after receiving notice from Licensee pursuant to Section 4.1, or Licensor providing notice to Licensee thereof, Licensor shall promptly notify Licensee in writing and such Licensee shall have the right to bring an Action or enter into settlement discussions regarding such Third Party Infringement or Invalidity Allegations at its sole expense; provided, further, that (i) if Licensor does not bring such an Action or elect to (or does not notify Licensee of its election to) bring such an Action for a Third Party Infringement or to defend an Invalidity Allegation with respect to such Exclusively Licensed IP by ten (10) Business Days before the deadline for filing the applicable filing or response, such Licensee shall have the right to bring an Action regarding such Third Party Infringement or Invalidity Allegations at its sole expense, and (ii) Licensor shall have no liability for failing to so notify Licensee as provided in this sentence of this Section 4.2. The Party that elects to bring an Action or enters into settlement discussions in accordance with this Section 4.2 (the "Enforcing Party") shall control such Action or settlement discussions (as applicable). Notwithstanding the foregoing, if Invalidity Allegations arise in an opposition, interference, reissue proceeding, reexamination or other proceeding before any patent office, the Licensor of the applicable Patent shall have the right to defend such Invalidity Allegations or enter into settlement discussions with respect thereto.

Section 4.3 Cooperation. If the Enforcing Party brings an Action or enters into settlement discussions in accordance with Section 4.2, each other Party shall provide reasonable assistance in connection therewith, at the Enforcing Party's request and expense. The Enforcing Party shall keep such other Party(ies) regularly informed of the status and progress of such Action or settlement discussions and shall reasonably consider comments of the other Party(ies) in connection therewith. Notwithstanding anything to the contrary herein, such other Party(ies) may, at its sole discretion and expense, join as a party to such Action or proceeding; provided that, if necessary for standing purposes, such Party(ies) shall so join such Action or proceeding upon the Enforcing Party's reasonable request and at the Enforcing Party's expense. Such other Party(ies) shall have the right to be represented by counsel (which shall act in an advisory capacity only, except for matters solely directed to such Party) of its own choice in any such Action or proceeding at its own expense.

Section 4.4 Settlements. Notwithstanding anything to the contrary herein, the Enforcing Party shall not settle any Third Party Infringement or Invalidity Allegations without the prior written consent (not to be unreasonably withheld) of (i) DuPont (if CHEMOURS FC or CHEMOURS TT is the Enforcing Party) or (ii) either CHEMOURS FC or CHEMOURS TT (if DuPont is the Enforcing Party), in each case if doing so would (a) adversely affect the validity, enforceability, or scope, or admit non-infringement, of any Licensed IP owned by another Party as Licensor, (b) give rise to liability or any other obligations of the other Party, its Affiliates, or its Sublicensees for which the Party settling the matter is unwilling or unable to, and otherwise does not, provide full indemnification or (c) specifically or by operation of law, grant or waive any of Licensor's rights under any Licensed IP owned by another Party as Licensor (including the right to exclude or bring an action for recovery of damages).

Section 4.5 Costs, Expenses, and Damages. Any and all amounts recovered by the Enforcing Party in any Action regarding a Third Party Infringement or Invalidity Allegation or settlement thereof shall, unless otherwise agreed, including in an agreement in connection with obtaining consent to settlement, be allocated first to reimburse the Enforcing Party's out-of-pocket costs and expenses incurred in connection with such Action or settlement and next to DuPont's (if CHEMOURS FC or CHEMOURS TT is the Enforcing Party) or CHEMOURS FC's and CHEMOURS TT's collective (if DuPont is the Enforcing Party) out-of-pocket costs and expenses incurred in connection with such Action or settlement. Any and all such recovered amounts remaining following such initial allocation shall be (i) retained by the Licensee with respect to amounts recovered with respect to any Exclusively Licensed IP licensed to such Licensee, and (ii) otherwise retained by the Licensor.

Section 4.6 Patent Challenge Provision.

(a) During the Term, in the event any Party or its Affiliate (such Party, the "Challenging Party") determines to initiate or participate in a Patent Challenge against (i) DuPont, any of its Affiliates or any other owner of any of the DuPont Licensed Patents (if CHEMOURS FC or CHEMOURS TT is the Challenging Party) or (ii) CHEMOURS FC or CHEMOURS TT, any of their respective Affiliates or any other owner of any of the CHEMOURS FC Licensed Patents or CHEMOURS TT Licensed Patents (as applicable) (if DuPont is the Challenging Party) (such of DuPont with respect to the foregoing clause (i) or CHEMOURS FC or CHEMOURS TT with respect to the foregoing clause (ii), the "Challenged Party", and such Patents with respect to such Patent Challenge, the "Challenged Patents"), the Challenging Party shall provide the Challenged Party with at least ninety (90) days prior written notice of such determination ("90 Day Notice Period"), and together with such notice, a competent opinion of counsel outlining the legal position the Challenging Party intends to assert against the Challenged Patents. Without limiting the foregoing, and subject to the remaining provisions of this Section 4.6, the Challenging Party hereby further agrees to bring any such Patent Challenge with respect to any United States Patent in the United States District Court for the District of Delaware in Wilmington, Delaware or the United States Patent and Trademark Office, as applicable. During the 90 Day Notice Period: (i) the Parties may refer this matter to their respective management in order to attempt to resolve the dispute; and (ii) the Challenged Party shall have a right to give notice to the Challenging Party of the Challenged Party's intent to have the dispute addressed by either binding or non-binding alternative dispute resolution proceedings, held in Wilmington, Delaware or, in the case of EMEA patent properties, in Geneva,

Switzerland, in accordance with fair and equitable practices recommended by the American Arbitration Association, and upon providing such notice, any Patent Challenge shall be subject to such alternative dispute resolution proceeding. The Challenged Party may share information concerning any Patent Challenge with a co-owner or licensee of any challenged patent or patent application, and legal counsel.

(b) In the event that the Patent Challenge under the foregoing clause (a) is to be brought in a country that has a time period for bringing a Patent Challenge of four (4) months or less from the Patent grant date, the 90-Day Notice Period shall be reduced to thirty (30) days.

(c) In the event that any Patent Challenge brought under the foregoing clause (a) does not result in final determination that all of the Challenged Patents are invalid and unenforceable, the Challenging Party shall reimburse the Challenged Party for all legal fees and expenses incurred in its defense of the Patent Challenge.

(d) The foregoing Patent Challenge provisions shall not apply in the situation that a Party or its Affiliate is defending itself against any Action asserting the infringement or other violation of the applicable Challenged Patent.

ARTICLE V

DISCLAIMERS; LIMITATIONS OF LIABILITY; OTHER COVENANTS

Section 5.1 Disclaimer. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, ALL LICENSES IN THIS AGREEMENT, INCLUDING WITH RESPECT TO ALL PATENTS AND KNOW-HOW (INCLUDING THE DUPONT LICENSED ENGINEERING AND PROCESS STANDARDS AND POLICIES), ARE BEING MADE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE (A) AS TO THEIR VALUE OR FREEDOM FROM ANY SECURITY INTERESTS; (B) AS TO TITLE, NONINFRINGEMENT, VALIDITY, ACCURACY OF INFORMATIONAL CONTENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT A PARTY OR ITS AFFILIATES KNOWS OR HAS REASON TO KNOW ANY SUCH PURPOSE) OR ANY OTHER MATTER, INCLUDING ANY WARRANTY (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE; OR (C) AS TO THE LEGAL SUFFICIENCY TO GRANT ANY RIGHTS THEREIN AND AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AND NEITHER PARTY, NOR ANY OF ITS REPRESENTATIVES, MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITH RESPECT TO THE LICENSED IP, INCLUDING WITH RESPECT TO THE MATTERS DESCRIBED IN THE FOREGOING CLAUSES (A)-(C). WITHOUT LIMITING THE FOREGOING, EACH LICENSEE HEREBY ACKNOWLEDGES AND

AGREES THAT ALL LICENSES IN THIS AGREEMENT, INCLUDING WITH RESPECT TO ALL PATENTS AND KNOW-HOW (INCLUDING THE DUPONT LICENSED ENGINEERING AND PROCESS STANDARDS AND POLICIES), ARE BEING MADE "AS IS, WHERE IS," AND, INTER ALIA, SUBJECT TO ANY AGREEMENTS OF THE PARTIES EXISTING AS OF THE EFFECTIVE DATE, AND EACH LICENSEE SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT ANY LICENSES IN THIS AGREEMENT, INCLUDING WITH RESPECT TO ALL PATENTS AND KNOW-HOW AND THE DUPONT LICENSED ENGINEERING AND PROCESS STANDARDS AND POLICIES, SHALL PROVE TO BE INSUFFICIENT OR OTHERWISE IMPAIRED.

Section 5.2 Limitations on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, AND EXCEPT AS SET FORTH IN, AND SUBJECT TO, THE SEPARATION AGREEMENT, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, INCLUDING THE BREACH OR ALLEGED BREACH OF THIS AGREEMENT, THE PATENTS OR KNOW-HOW, OR ANY IMPROVEMENT, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME, AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, CRIMINAL LIABILITY, OR OTHER FAULT.

Section 5.3 Compliance. All activities of DuPont, CHEMOURS FC and CHEMOURS TT and their respective Affiliates pursuant to this Agreement shall comply with all applicable Laws, including the export control Laws of the United States.

ARTICLE VI

CONFIDENTIALITY

Section 6.1 Disclosure and Use Restrictions. Except as expressly provided herein (including in the Schedules hereto), each Recipient agrees that it shall, and shall cause its Affiliates and its Sublicensees to keep confidential and shall not publish or otherwise disclose any Confidential Technical Information at any time after the Effective Date. A Recipient may use Confidential Technical Information only to the extent within its licensed or retained rights thereto under this Agreement. The restrictions in the two immediately preceding sentences shall not apply (including with respect to DuPont Licensed Engineering and Process Standards, except where otherwise stated) to disclosure of Confidential Technical Information as to which a Party is a Recipient:

(a) to the Recipient's Affiliates or its or their respective directors, officers, employees, agents, contractors and advisors ("Representatives") to the extent reasonably necessary for the Recipient to perform its obligations or exercise its rights under

this Agreement, provided that such Representatives have undertaken an obligation of secrecy through an agreement with Recipient or its Affiliate or through professional ethical obligations arising out of a professional relationship with Recipient or its Affiliate;

(b) to Third Parties (including suppliers (including contractors), customers and potential customers) (but not in the context of a license or a sublicense), provided that such disclosure is subject to secrecy and non-use obligations of a customary nature for disclosures of confidential Know-How of a similar nature (including that, for the avoidance of doubt, such disclosures shall be consistent with the good faith practices and policies of the Recipient based upon (i) the subject matter (*e.g.*, type and depth (extent or level of detail)) of the applicable Confidential Technical Information and (ii) the identity of the recipient thereof (*e.g.*, the same recipients or similarly situated recipients));

(c) in publications in the ordinary course of business within the fields licensed to or retained by such Recipient hereunder, provided that such disclosure is of the general type of information of the nature that is normally published in trade literature, brochures, technical, business or news publications, MSDS's and the like without a secrecy obligation;

(d) pursuant to an order of a court or other Governmental Entity or as required by applicable Law (including if required by applicable Law in connection with a Recipient's good-faith pursuit of a bona fide business interest); provided that the Recipient provides the Licensor to the extent practicable with reasonable advance written notice thereof and uses diligent and commercially reasonable efforts and reasonably cooperates with the Licensor to obtain confidential treatment and, if available, an appropriate protective order therefor, if applicable, and only furnishes that Confidential Technical Information that it is advised by counsel that it is legally required to furnish;

(e) to the extent such Confidential Technical Information is incorporated into an application for a Patent filed in the ordinary course of business or in related papers (*e.g.*, information disclosure statements, office action responses, appeal briefs, declarations, interference papers) and only to the extent reasonably believed required by applicable Law by Patent counsel for the Recipient in connection with any such application or related papers at the time of such filing or response;

(f) to Recipient's Sublicensees (or, where DuPont is the Recipient, any of DuPont's licensees or sublicensees) to the extent reasonably necessary to enable such Persons to exercise any license or sublicense rights (as applicable) that they have been granted to or retained under the Licensed IP licensed pursuant to the terms hereof, provided that wholly owned Affiliates shall be subject to obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Article VI and other Persons shall be subject to secrecy and non-use obligations of a customary nature for disclosures of confidential Know-How of a similar nature (including that, for the avoidance of doubt, such disclosures shall be consistent with the good faith practices and policies of the Recipient based upon (i) the subject matter of (e.g., type and depth (extent or level of detail)) of the applicable Confidential Technical Information) in such context and (ii) the identity of the recipient thereof (e.g., the same recipients or similarly situated recipients); and

(g) subject to Section 7.2, to the extent reasonably necessary in connection with a potential or actual financing or assignment or sale of all or substantially all of the business or assets or any portion thereof to which this Agreement relates to the extent permitted hereunder, provided that such Persons shall be subject to obligations of confidentiality and non-use subject to secrecy and non-use obligations of a customary nature for disclosures of confidential Know-How of a similar nature (including that, for the avoidance of doubt, such disclosures shall be consistent with the good faith practices and policies of the Recipient based upon (i) the subject matter of (e.g., type and depth (extent or level of detail)) of the applicable Confidential Technical Information) in such context and (ii) the identity of the recipient thereof (e.g., the same recipients or similarly situated recipients).

Section 6.2 Notification by the Receiving Party. The Recipient shall promptly notify the Licensor of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Technical Information of the Licensor by any Person which may become known to the Recipient.

Section 6.3 DuPont Licensed Engineering and Process Standards and Policies. Notwithstanding any other provision of this Agreement, the DuPont Licensed Engineering and Process Standards and Policies licensed hereunder shall (a) not be disclosed or provided by CHEMOURS FC or CHEMOURS TT to any Person other than their Affiliates that have a reasonable need to access such information for purposes of conducting the Chemours Business (subject to the terms hereof) and maintain the confidentiality thereof, (b) not include any other Know-How (including any standards, tools, and documents) referenced but not specifically and fully disclosed, explicated, and set forth therein, (c) be implemented and used by CHEMOURS FC and CHEMOURS TT subject to their own training with respect thereto (and DuPont shall have no obligation with respect to any such training), and (d) be destroyed by CHEMOURS FC, CHEMOURS TT or any of their Affiliates, in relevant part, upon CHEMOURS FC, CHEMOURS TT or any of their Affiliates determining that the same has become obsolete or superseded by any other standard, protocol, policy, or process (or, upon the expiration of the one (1) year transition period, following a Change of Control as provided in Section 7.2). The Parties acknowledge that from time to time applicable Law may conflict with and supersede aspects of DuPont Licensed Engineering and Process Standards and Policies.

Section 6.4 Transfer of Know-How. For the avoidance of doubt, nothing under this Agreement shall obligate Licensor to provide or otherwise make available to Licensee any copies or embodiments of any Know-How or make or provide or otherwise make available to Licensee any updates to any Know-How (even if Licensor or its Affiliates updates same for their own use).

Section 6.5 Survival. The confidentiality and nondisclosure obligations of this Article VI shall survive the expiration or termination of this Agreement in perpetuity.

ARTICLE VII

TERM

Section 7.1 Term. Except as provided in Section 7.2, the terms of the licenses and other grants of rights under this Agreement shall as applicable, survive any expiration or earlier termination of this Agreements, and shall extend for the following durations: (a) with respect to each Patent that is included in Licensed IP, until expiration of the last Valid Claim included in such Patent and (b) with respect to all Know-How that is included in Licensed IP, until the earlier of (i) the twentieth (20th) anniversary of the Effective Date (without limiting the perpetual confidentiality and nondisclosure obligations set forth in Article VI) or (ii) when such Know-How becomes subject to an exception provided in the definition of "Confidential Technical Information", unless earlier terminated pursuant to the provisions hereof (collectively, the "Term"). Except as provided in Section 7.2, after the twentieth (20th) anniversary of the Effective Date (without limiting the perpetual confidentiality and nondisclosure obligations set forth in Article VI), all licenses and reservations concerning the Licensed Know-How (other than the DuPont Licensed Engineering and Process Standards and Policies) shall automatically become fully-paid, perpetual and irrevocable, and each Party shall have the non-exclusive right to use the Licensed Know-How for any and all products and fields of use, including the right to license or sublicense the same to anyone. Except as otherwise expressly set forth in Section 7.2, this Agreement may not be terminated unless agreed to in writing by the Parties.

Section 7.2 Termination of Licenses to the DuPont Licensed Engineering Process Standards and Policies for Change of Control.

(a) In the event of a Change of Control of CHEMOURS FC, CHEMOURS TT or any of their Affiliates to a DuPont Competitor (or to any Affiliate of a DuPont Competitor where such Change of Control would give the DuPont Competitor or any of its Affiliates rights in or access to the DuPont Licensed Engineering Process Standards and Policies, or any successor thereof or thereto, the licenses granted to CHEMOURS FC and CHEMOURS TT with respect to the DuPont Licensed Engineering and Process Standards and Policies shall immediately and automatically terminate; provided that CHEMOURS FC and CHEMOURS TT shall, subject to and only to the extent permitted under Section 2.1(c), be permitted to continue to use such DuPont Licensed Engineering and Process Standards and Policies for a period up to the Standards Adopted Date to the extent necessary to operate and maintain the applicable Chemours Assets (subject to the terms hereof) and transition to alternative engineering process standards and policies.

(b) Upon termination of any license hereunder pursuant to Section 7.2(a), CHEMOURS FC and CHEMOURS TT shall, and shall ensure that the Chemours Sublicensees, within fifteen (15) Business Days of any request by DuPont following the transition period set forth in Section 7.2(a), return to DuPont or, at CHEMOURS FC's or CHEMOURS TT's election, destroy all DuPont Licensed Engineering and Process Standards and Policies that are in their possession or control as of the date of termination, including all copies, adaptations, translations and derivative works thereof. Without limiting the foregoing, upon expiration or termination of the license granted in Section 2.1(c), CHEMOURS FC and CHEMOURS TT shall, and shall ensure that the Chemours Sublicensees, within fifteen (15) Business Days of any request by DuPont, return to DuPont, or at CHEMOURS FC's or

CHEMOURS TT's election destroy all DuPont Licensed Engineering and Process Standards and Policies that are in their possession or control as of the date of expiration or termination, and CHEMOURS FC and CHEMOURS TT shall provide to DuPont a certification from a duly authorized officer of CHEMOURS FC or CHEMOURS TT (as applicable) certifying that CHEMOURS FC or CHEMOURS TT (as applicable) has destroyed all such DuPont Licensed Engineering and Process Standards and Policies, including all copies, adaptations, translations and derivative works thereof.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendment. This Agreement may not be modified or amended except by an agreement in writing signed by the Parties.

Section 8.2 Waiver. Any consent required or permitted to be given by any Party to the other Parties under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party. No failure or delay on the part of any Party in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of such right preclude other or further exercise thereof or any other right.

Section 8.3 Complete Agreement. This Agreement, including the Appendices, Schedules and Exhibits hereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. Without limiting the foregoing, this Agreement amends and restates in its entirety as of the Effective Date that Intellectual Property Cross-License Agreement between the Parties of even date herewith, and all references to such Intellectual Property Cross-License Agreement shall refer to this Agreement. Notwithstanding any other provision in this Agreement to the contrary, for clarity, with respect to any IT Assets in which any Patents or Know-How is contained, stored, represented or embodied, this Agreement shall govern each Party's rights and obligations with respect to such Patents or Know-How.

Section 8.4 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Parties (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable, in whole or in part, to (i) an Affiliate or (ii) a bona fide Third Party in connection with a merger, reorganization, consolidation or the sale or other transfer of all or a portion of the business or assets of a Party or its Affiliates to which this Agreement relates, so long as the resulting, surviving or transferee entity assumes all of the applicable obligations of the relevant Party by operation of law or pursuant to a written agreement (provided that, for clarity, CHEMOURS FC and CHEMOURS TT shall not assign their respective rights hereunder with respect to the DuPont Licensed Engineering and Process Standards and

Policies to a DuPont Competitor (or to any Affiliate of a DuPont Competitor, or any successor thereof or thereto), where such assignment would give the DuPont Competitor or any of its Affiliates rights in or access to the DuPont Licensed Engineering Process Standards and Policies, without DuPont's prior written consent, except, subject to Section 7.2, in the case of a Change of Control). No assignment permitted by this Section 8.4 shall release the assigning Party from liability for the full performance of its obligations under this Agreement prior to such assignment (or, with respect to any assignments of this Agreement in part, following such assignment with respect to such parts of this Agreement not so assigned). At the written request of a Party, the other Party shall promptly notify the requesting Party in writing of all Persons to which this Agreement or any part hereof has been assigned (and provide any other information reasonably requested in connection therewith).

Section 8.5 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions. With respect to this, if a country or other jurisdiction does not permit perpetual confidentiality provisions then such provisions herein shall be interpreted to run for ninety-nine (99) years or the longest term permitted by applicable Law in such location.

Section 8.6 Notices. Except as provided in Section 3.2(e) and without limiting Section 8.7, all notices, requests, claims, demands, and other communications hereunder shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery of an original via overnight courier service or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.6):

If to CHEMOURS FC, to:

The Chemours Company FC, LLC
1007 Market Street
Wilmington, DE 19898
Attention: Corporate Secretary

If to CHEMOURS TT, to:

The Chemours Company TT, LLC
1007 Market Street
Wilmington, DE 19898
Attention: Corporate Secretary

If to DuPont, to:

E. I. du Pont de Nemours and Company
1007 Market Street
Wilmington, DE 19898
Attn: General Counsel

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attn: Lou R. Kling
Brandon Van Dyke

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address shall be effective only upon receipt thereof).

Section 8.7 Notifications and Elections with respect to CHEMOURS FC and CHEMOURS TT. Notwithstanding anything to the contrary herein, (i) any notices or other rights required to be provided to CHEMOURS FC or CHEMOURS TT or both may be provided to CHEMOURS FC or CHEMOURS TT, at DuPont's option, and shall be effective as to both CHEMOURS FC and CHEMOURS TT in such event, and (ii) any notices provided, consents or approvals of elections made or activities conducted by CHEMOURS FC or CHEMOURS TT hereunder shall be binding upon both CHEMOURS FC and CHEMOURS TT unless expressly stated otherwise by CHEMOURS FC or CHEMOURS TT in such notice, consent or approval.

Section 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, provided that all questions concerning the construction or effect of patent applications and patents, and the provisions of the agreement concerning patent challenges, shall be decided in accordance with the laws of the country in which the particular patent application or patent concerned has been filed or granted, as the case may be.

Section 8.9 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party or Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of Appendix II (including for the avoidance of doubt, after compliance with all notice and negotiation provisions therein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation, that no adequate remedy at law would exist and damages would be difficult to

determine, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 8.10 Dispute Resolution. The provisions of Appendix II shall govern any Disputes in accordance with the terms thereof.

Section 8.11 Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by a Licensor are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the United States Bankruptcy Code regardless of the form or type of intellectual property under or to which such rights and licenses are granted and regardless of whether the intellectual property is registered in or otherwise recognized by or applicable to the United States of America or any other country or jurisdiction. The Parties agree that the Parties, as licensees of such rights under this Agreement, will retain and may fully exercise all of their rights and elections under the United States Bankruptcy Code. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against a Party under the United States Bankruptcy Code, the Party hereto that is not a Party to such proceeding will be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in the non-subject Party's possession, will be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon the non-subject Party's written request therefore, unless the Party subject to such proceeding continues to perform all of its obligations under this Agreement or (b) if not delivered under clause (a) above, following the rejection of this Agreement by or on behalf of the Party subject to such proceeding upon written request therefore by the non-subject Party.

Section 8.12 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 8.13 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

Section 8.14 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, and except as otherwise expressly set forth herein, all costs and expenses (including legal fees, accounting fees, investment banking fees, and filing fees) incurred in connection with the transactions contemplated by this Agreement shall be paid by the Party incurring such expenses.

Section 8.15 Parties in Interest. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than DuPont, CHEMOURS TT and CHEMOURS FC (and their respective Subsidiaries) and their respective successors and permitted transferees and assigns, any rights or remedies under or by reason of this Agreement.

Section 8.16 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

Section 8.17 Relationship of the Parties. Nothing contained herein shall be deemed to create a partnership, joint venture, or similar relationship between the Parties. Neither Party is the agent, employee, joint venturer, partner, franchisee, or representative of the other Party. Each Party specifically acknowledges that it does not have the authority to, and shall not, incur any obligations or responsibilities on behalf of the other Party. Notwithstanding anything to the contrary in this Agreement, each Party (and its officers, directors, agents, employees, and members) shall not hold themselves out as employees, agents, representatives, or franchisees of the other Party or enter into any agreements on such Party's behalf.

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

E. I. DU PONT DE NEMOURS AND COMPANY

By: /s/
Name:
Title:

THE CHEMOURS COMPANY FC, LLC

By: /s/
Name:
Title:

THE CHEMOURS COMPANY TT, LLC

By: /s/
Name:
Title:

Appendix I

Certain Definitions

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

"Affiliate" shall mean, when used with respect to a specified Person, a Person and at a point in, or with respect to a period of, time, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person at such point in or during such period of time. For the purposes of this definition, "control", when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that Chemours and its Subsidiaries shall not be deemed Affiliates of DuPont or any of its Affiliates.

"Ancillary Agreements" shall mean any agreements to be entered into by and between DuPont or any of its Affiliates, on one hand, and Chemours or any of its Affiliates, on the other hand in connection with the transactions contemplated under the Separation Agreement.

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

"Chemours" shall mean The Chemours Company, LLC.

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

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

"Intellectual Property" shall mean all U.S. and foreign: (i) trademarks, trade dress, service marks, certification marks, logos, slogans, design rights, names, corporate names, trade names, Internet domain names, social media accounts and addresses and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, "Trademarks"); (ii) Patents; (iii) copyrights and copyrightable subject matter, excluding Know-How (collectively, "Copyrights"); (iv) Know-How; (v) all applications and registrations for the foregoing; and (vi) all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof.

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

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

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

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

"Subsidiary" shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other Person in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity. It is expressly agreed that Chemours and its Subsidiaries shall not be deemed Subsidiaries of DuPont or any of its Affiliates.

Appendix II

Dispute Resolution

Section 1.1 Negotiation. In the event of a controversy, dispute or Action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to, this Agreement or the transactions contemplated hereby, including any Action based on contract, tort, statute or constitution (collectively, "Disputes"), the general counsels of the Parties (or such other individuals designated by the respective general counsels) and/or the executive officers designated by the Parties, shall negotiate for a reasonable period of time to settle such Dispute; provided that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed ninety (90) days (the "Negotiation Period") from the time of receipt by a Party of written notice of such Dispute ("Dispute Notice"); provided, further, that in the event of any arbitration in accordance with Section 1.2 of this Appendix II, the Parties shall not assert the defenses of statute of limitations and laches arising during the period beginning after the date of receipt of the Dispute Notice, and any contractual time period or deadline under this Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved.

Section 1.2 Arbitration. If the Dispute has not been resolved for any reason after the Negotiation Period, such Dispute shall be submitted to final and binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "Rules"), except as modified herein.

(a) The arbitration shall be conducted by a three-member arbitral tribunal (the "Arbitral Tribunal"). The claimant shall nominate one arbitrator in accordance with the Rules, and the respondent shall nominate one arbitrator in accordance with the Rules within twenty-one days (21) after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be jointly nominated by the two party-nominated arbitrators within twenty-one (21) days of the confirmation of the appointment of the second arbitrator. If any arbitrator is not appointed within the time limit provided herein, such arbitrator shall be appointed by the AAA in accordance with the listing, striking and ranking procedure in the Rules. The arbitrators shall be attorneys with experience in intellectual property disputes.

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

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

(d) Without derogating from Section 1.2(e) of this Appendix II, the Arbitral Tribunal shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal; or (B) prior to the constitution of the Arbitral Tribunal, an Emergency Arbitrator appointed in the manner provided for

in the Rules. Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Agreement subject to specific performance in Section 8.9. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief, provided, however, that (i) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator; (ii) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction; and (iii) any Party shall retain the right to apply for freezing orders to prevent the improper dissipation of transfer of assets to a court of competent jurisdiction.

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

(f) The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys' fees and costs as well as those costs and fees addressed in the Rules, between the parties in the manner it deems fit.

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

Section 1.3 Treatment of Arbitration. The Parties agree that any arbitration hereunder shall be kept confidential, and that the existence of the proceeding and all of its elements (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall be deemed confidential, and shall not be disclosed beyond the Arbitral Tribunal, the Parties, their counsel, and any Person necessary to the conduct of the proceeding, except as and to the extent required by law and to defend or pursue any legal right. In the event any Party makes application to any court in connection with this Section 1.3 of this Appendix II (including any proceedings to enforce a final award or any Interim Relief), that party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge.

Section 1.4 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement during the course of dispute resolution pursuant to the provisions of this Appendix II with respect to all matters not subject to such dispute resolution.

Section 1.5 Consolidation. The arbitrator may consolidate an arbitration under this Agreement with any arbitration arising under or relating to the Ancillary Agreements or any other agreement between the parties entered into pursuant hereto, as the case may be, if the subject of the Disputes thereunder arises out of or relates essentially to the same set of facts or transactions. Such consolidated arbitration shall be determined by the arbitrator appointed for the arbitration proceeding that was commenced first in time.

October 14, 2014

Mark Newman
40 Bradford Avenue
Upper Monclair, NJ 07043

Dear Mark,

On behalf of DuPont, it is a pleasure to offer you employment as Senior Vice President, Chief Financial Officer of the Performance Chemicals business unit (expecting to be spun off from DuPont into a stand-alone public company in July 2015). Prior to the spin-off of Performance Chemicals, you will report to Nick Fanandakis, the Executive Vice President, Chief Financial Officer of DuPont and post spin you will report to Mark Vergnano, current Executive Vice President of DuPont (future CEO of the Performance Chemicals spin-off business).

Your position will be based in Wilmington, DE. We anticipate your start date to be November 10, 2014. Effective the day you report to work, we will pay you $560,000 yearly while employed. Future pay increases will be based on your performance and will be consistent with our salary policy.

Signing Bonus

We are pleased to offer you a signing bonus of $150,000. This bonus will be paid in one lump sum on the first regularly scheduled payroll after you start employment with the Company. This bonus is taxable, and all regular payroll taxes will be withheld.

In the unlikely event that you voluntarily terminate your employment or the Company terminates your employment for Cause (as defined on page 2 hereof), within one year of your date of hire, you agree and will be responsible for reimbursing the Company for the full signing bonus. In such a case, the balance owed will be deducted from any payment due to you at such time of termination, including salary, severance payments, bonuses, and vacation. By your signature on this employment offer, you specifically agree and authorize the Company to withhold any payments issued prior to termination of employment, if that termination occurs within one year of your date of hire. The signing bonus will not be considered for purposes of determining benefits under DuPont compensation and benefit plans.

Bonus

We will pay you a second bonus of $350,000 to replace your short-term incentive award with your current employer. This bonus will be paid in one lump sum in the scheduled payroll in February 2015. This bonus is in lieu of your participation in the 2014 DuPont Short-Term Incentive Plan (STIP). This bonus is taxable, and all regular payroll taxes will be withheld.

In the unlikely event that you voluntarily terminate your employment or the Company terminates your employment for Cause (as defined on page 2 hereof), within one year of your date of hire, you agree and will be responsible for reimbursing the Company for the full signing bonus. In such a case, the balance owed will be deducted from any payment due to you at such time of termination, including salary, severance payments, bonuses, and vacation. By your signature on this employment offer, you specifically agree and authorize the Company to withhold any payments issued prior to termination of employment, if that termination occurs within one year of your date of hire. The signing bonus will not be considered for purposes of determining benefits under DuPont compensation and benefit plans.

Short-Term Incentive Plan (STIP)

You will be eligible for participation in the DuPont STIP beginning in 2015. For reference, the target value of STIP for your position is 80% of your base salary. To receive a STIP award, you must be an employee at the end of the performance period. STIP is typically paid in February following the end of the performance period.

Long Term Incentives (LTI)

You will be eligible to receive long-term incentives (LTI) under the DuPont Equity and Incentive Plan. The grant is subject to approval by the Compensation Committee of the Board of Directors. LTI is usually granted in February of each year. For your reference, the target value of LTI for your position is $1,200,000. The amount of your actual award can vary depending on your performance as assessed by your manager. In 2015, your first LTI grant value will be $1,250,000.

Special Stock Award

Restricted Stock Units (RSU)

As soon as practicable after commencement of employment, and subject to corporate approvals, you will be granted Restricted Stock Units (RSU) with a grant date value of $1,500,000, which will be subject to, and governed by, separate award terms to be issued at the time of grant. Please note that this special award will require Compensation Committee approval and will be effective as of the date of Committee approval.

The following terms will apply:

- RSUs will vest ratably one-third each year and will become fully vested three years after the grant date.
- Dividends payable on the shares represented by your RSUs will be allocated to your account in the form of units based on the closing stock price on the date of the dividend payment in accordance with the Award Terms.

More details will be provided in the Award Terms.

Severance Benefit

If you are terminated without Cause within 24 months of your date of hire, you will receive the equivalent of one year of base salary and one year of target bonus, payable within 60 days of the termination date. In addition, any unvested portion of your special RSU equity grant will fully accelerate upon such termination. Any annual equity award you may receive as a DuPont employee will be treated in accordance with the underlying Award Terms, under the Company's Equity and Incentive Plan for "termination due to lack of work."

Definition of "Termination for Cause":

> Cause shall mean (i) your willful and continued failure to perform substantially your duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to you by the Company that specifically identifies the alleged manner in which you have not substantially performed your duties, or (ii) your willful engagement in illegal conduct or misconduct that is injurious to the Company, including without limitation any breach of the Company's Code of Business Conduct or other applicable ethics policy.

You are also eligible to participate in the Company's Senior Executive Severance Plan (in the event of a Change-in-Control). For more detailed information regarding the benefit, please refer to the 2014 Annual Proxy Statement.

Benefits

DuPont offers a comprehensive benefits program that enables you to choose a package of benefits suitable for you and your family. You must enroll within 31 calendar days of your hire date or you will be enrolled in the default coverage for you only - your dependents are not defaulted into coverage. Medical, Dental and Life Insurance elections are effective as of your date of hire. Other elections will become effective the first of the month following your enrollment. To enroll, visit the MyInfo portal as soon as possible after you begin work, or contact the MyInfo Service Center toll-free at 1-877-MYINFO4.

Performance Chemicals Benefits

It is anticipated that upon the spin-off of the Performance Chemicals business unit from DuPont that the benefits programs will largely replicate those of DuPont. Therefore, the descriptions provided in this offer of employment should be representative of the benefits going forward at least initially. However, the Company does reserve the right to change or modify benefits in whole or in part before, at or after spin-off and cannot guarantee these benefit levels.

Retirement Savings Plan (RSP)

The DuPont Retirement Savings Plan (RSP) includes the following: $1.00 matching Company contribution per $1.00 employee contribution up to 6% of pay - for which you are immediately vested, Company Retirement contribution of 3% of pay in addition to the Company match, fully vested with three years of service. Pay for this purpose is generally total compensation, including overtime, STIP, Local Performance Based Compensation and/or Sales Incentive Compensation, if eligible and subject to pay exclusions as outlined in the Plan document.

Non-qualified Deferred Compensation

The DuPont non-qualified Retirement Savings Restoration Plan ("RSRP") allows for deferral of compensation (up to 6% of compensation above the IRS compensation limit) on the same basis as provided under the qualified RSP plan. The RSRP provides a Company match of 100% of the first six percent of the employee's deferral and an additional Company contribution of three percent of RSRP eligible compensation.

Further, you will be provided the opportunity to participate in the Management Deferred Compensation Plan, which permits deferral of up to 60% of Base Salary, up to 60% of STIP and up to 100% of restricted stock units and performance share units.

Mandatory Retirement

DuPont requires executives to retire by the end of the calendar year in which they turn 65.

Holidays

DuPont provides 12 paid holidays each year. For 2014, you are eligible for all remaining Company holidays. Paid holidays must be taken in the calendar year granted. The exact dates may vary from one year to the next.

Vacation

You will be provided four weeks of paid vacation per year.

Under the Company vacation plan, you may carry a maximum of 40 hours of your vacation forward to the next year, if not taken. Because additional "paid time off" must be granted outside the Company vacation plan, it cannot be carried forward to the following year if not used. Should your employment with the Company cease, you will be paid for any unused vacation which you are eligible. However, no payment can be made for any unused "paid time off" that was granted to you.

Conditions of Employment

As is customary, this offer is contingent upon the following:

- Accepting the Company Employee Agreement (copy enclosed for your reference, which you will be asked to sign on your first day of employment).
- Completing a test for the presence of drugs within 30 days prior to reporting to work. Any indication of drugs (including marijuana) in your system, other than those prescribed by a physician would constitute grounds for withdrawal of the offer.
- Presentation of sufficient document(s) of your choice to complete the I-9 Employment Eligibility Verification establishing your identity and employment eligibility as required by the Immigration Reform and Control Act of 1986 which makes it unlawful for an employer to hire an individual not authorized for employment in the U.S.
- Completing a background check with results that are acceptable to the Company.

Employment at the Company is at will. This means that your employment continues so long as both the Company and you agree that it should. Both the Company and you have the right to terminate the employment relationship at any time and for any or no reason.

We will need confirmation of your acceptance. Please sign the attached copy of this letter and fax to (302) 773-1356 as an acknowledgement of your acceptance. Also, please communicate your decision to Benito Cachinero via telephone 302-774-3038. We would like to have your decision no later than October 20, 2014.

We have an exciting and diverse team of exceptional people and believe you will contribute significantly as a member of this organization. We trust the work we discussed will provide you with the challenges you are seeking and hope you will decide to join the Company.

Thank you,

/s/ Benito Cachinero
Benito Cachinero
SVP – Human Resources

I accept this offer of employment.

/s/ Mark Newman
Mark Newman

October 17, 2014
Date

September 25, 2014

Beth Albright
1469 Link Drive
Garnet Valley, PA 19060

Dear Beth,

On behalf of DuPont, it is a pleasure to offer you employment as Senior Vice President, Human Resources of the Performance Chemicals business unit (expecting to be spun off from DuPont into a stand-alone public company in July 2015), Prior to the spin-off of Performance Chemicals, you will report to Benito Cachinero, the Senior Vice President, Human Resources of DuPont and post spin you will report to Mark Vergnano, current Executive Vice President of DuPont (future CEO of the Performance Chemicals spin-off business).

Your position will be based in Wilmington, DE. We anticipate your start date to be October 27, 2014. Effective the day you report to work, we will pay you $400,000 yearly while employed. Future pay increases will be based on your performance and will be consistent with our salary policy.

Signing Bonus

We are pleased to offer you a signing bonus of $250,000. This bonus will be paid in one lump sum on the first regularly scheduled payroll after you start employment with the Company. The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the unlikely event that you voluntarily terminate your employment or the Company terminates your employment for Cause (as defined on page 2 hereof), within one year of your date of hire, you agree and will be responsible for reimbursing the Company for the full signing bonus. In such a case, the balance owed will be deducted from any payment due to you at such time of termination, including salary, severance payments, bonuses, and vacation. By your signature on this employment offer, you specifically agree and authorize the Company to withhold any payments issued prior to termination of employment, if that termination occurs within one year of your date of hire. The signing bonus will not be considered for purposes of determining benefits under DuPont compensation and benefit plans.

Short-Term Incentive Plan (STIP)

You will be eligible for participation in the DuPont Short-Term Incentive Plan (STIP). The 2014 award will be prorated based on your hire date. For reference, the target value of STIP for your position 65% of your base salary. To receive a STIP award, you must be an employee at the end of the performance period. STIP is typically paid in February following the end of the performance period.

Long Term Incentives (LTI)

You will be eligible to receive long-term incentives (LTI) under the DuPont Equity and Incentive Plan. The grant is subject to approval by the Compensation Committee of the Board of Directors. LTI is usually granted in February of each year. For your reference, the 2015 target value of LTI for your position is $500,000. The amount of your actual award can vary depending on your performance as assessed by your manager.

Special Stock Award

Restricted Stock Units (RSU)

As soon as practicable after commencement of employment, and subject to corporate approvals, you will be granted Restricted Stock Units (RSU) with a grant date value of $1,150,000, which will be subject to, and governed by, separate award terms to be issued at the time of grant. Please note that this special award will require Compensation Committee approval and will be effective as of the date of Committee approval.

The following terms will apply:

- RSUs will vest ratably one-third each year and will become fully vested three years after the grant date.
- Dividends payable on the shares represented by your RSUs will be allocated to your account in the form of units based on the closing stock price on the date of the dividend payment in accordance with the Award Terms.

More details will be provided in the Award Terms.

Severance Benefit

If you are terminated without Cause within 24 months of your date of hire, you will receive the equivalent of one year of base salary and one year of target bonus, payable within 60 days of the termination date. In addition, any unvested portion of your special RSU equity grant will fully accelerate upon such termination. Any annual equity award you may receive as a DuPont employee will be treated in accordance with the underlying Award Terms, under the Company's Equity and Incentive Plan for "termination due to lack of work."

Definition of "Termination for Cause":

> Cause shall mean (i) your willful and continued failure to perform substantially your duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to you by the Company that specifically identifies the alleged manner in which you have not substantially performed your duties, or (ii) your willful engagement in illegal conduct or misconduct that is injurious to the Company, including without limitation any breach of the Company's Code of Business Conduct or other applicable ethics policy.

You are also eligible to participate in the Company's Senior Executive Severance Plan (in the event of a Change-in-Control). For more detailed information regarding the benefit, please refer to the 2014 Annual Proxy Statement.

Benefits

DuPont offers a comprehensive benefits program that enables you to choose a package of benefits suitable for you and your family. You must enroll within 31 calendar days of your hire date or you will be enrolled in the default coverage for you only - your dependents are not defaulted into coverage. Medical, Dental and Life Insurance elections are effective as of your date of hire. Other elections will become effective the first of the month following your enrollment. To enroll, visit the Mylnfo portal as soon as possible after you begin work, or contact the Mylnfo Service Center toll-free at 1-877-MYINFO4.

Performance Chemicals Benefits

It is anticipated that upon the spin-off of the Performance Chemicals business unit from DuPont that the benefits programs will largely replicate those of DuPont. Therefore, the descriptions provided in this offer of employment should be representative of the benefits going forward at least initially. However, the Company does reserve the right to change or modify benefits in whole or in part before, at or after spin-off and cannot guarantee these benefit levels.

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Non-qualified Deferred Compensation

The DuPont non-qualified Retirement Savings Restoration Plan (“RSRP”) allows for deferral of compensation (up to 6% of compensation above the IRS compensation limit) on the same basis as provided under the qualified RSP plan. The RSRP provides a Company match of 100% of the first six percent of the employee’s deferral and an additional Company contribution of three percent of RSRP eligible compensation.

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- Completing a test for the presence of drugs within 30 days prior to reporting to work. Any indication of drugs (including marijuana) in your system, other than those prescribed by a physician would constitute grounds for withdrawal of the offer.
- Presentation of sufficient document(s) of your choice to complete the I-9 Employment Eligibility Verification establishing your identity and employment eligibility as required by the Immigration Reform and Control Act of 1986 which makes it unlawful for an employer to hire an individual not authorized for employment in the U.S.
- Completing a background check with results that are acceptable to the Company.

Employment at the Company is at will. This means that your employment continues so long as both the Company and you agree that it should. Both the Company and you have the right to terminate the employment relationship at any time and for any or no reason.

We will need confirmation of your acceptance. Please sign the attached copy of this letter and fax to (302) 773-1356 as an acknowledgement of your acceptance. Also, please communicate your decision to Benito Cachinero via telephone 302-774-3038. We would like to have your decision no later than October 1, 2014.

We have an exciting and diverse team of exceptional people and believe you will contribute significantly as a member of this organization. We trust the work we discussed will provide you with the challenges you are seeking and hope you will decide to join the Company.

Thank you,

/s/ Benito Cachinero
Benito Cachinero
SVP – Human Resources

I accept this offer of employment.

/s/ Elizabeth L. Albright
Beth Albright

9-29-14
Date

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Exhibit 99.1

Preliminary and Subject to Completion, dated April 21, 2015

INFORMATION STATEMENT

The Chemours Company

Common Stock, Par Value $0.01 Per Share

This information statement is being furnished to the holders of common stock of E. I. du Pont de Nemours and Company (DuPont) in connection with the distribution of shares of common stock of The Chemours Company (Chemours). Chemours is a wholly owned subsidiary of DuPont that operates DuPont's Performance Chemicals segment, which includes its titanium technologies, fluoroproducts and chemical solutions businesses. DuPont will distribute all of the outstanding shares of Chemours common stock on a pro rata basis to DuPont's common stockholders.

Chemours was organized as a limited liability company under the laws of the State of Delaware, and, prior to the distribution, will be converted to a Delaware corporation.

For every share of DuPont common stock held of record by you as of the close of business on [—], 2015, the record date for the distribution, you will receive [—] share[s] of Chemours common stock. No fractional shares of Chemours common stock will be issued. Instead, you will receive cash in lieu of any fractional shares. As discussed under "The Distribution — Trading Between the Record Date and Distribution Date," if you sell your DuPont common stock in the "regular-way" market after the record date and before the separation and distribution, you also will be selling your right to receive shares of Chemours common stock in connection with the separation and distribution. We expect the shares of Chemours common stock to be distributed by DuPont to you on July 1, 2015, pending final approval from DuPont's board of directors. We refer to the date of the distribution of Chemours common stock as the "distribution date." After the distribution, we will be an independent, publicly traded company.

No vote of DuPont's stockholders is required to effect the distribution. Therefore, you are not being asked for a proxy to vote on the separation or the distribution, and you are requested not to send us a proxy. You do not need to pay any consideration, exchange or surrender your existing shares of DuPont common stock or take any other action to receive your shares of Chemours common stock.

The distribution is intended to be tax-free to DuPont shareholders for United States federal income tax purposes, except for cash received in lieu of fractional shares. The distribution is subject to the satisfaction or waiver by DuPont of certain conditions, including the continued effectiveness of a private letter ruling that DuPont has received from the U.S. Internal Revenue Service and opinions of tax counsel confirming that the distribution and certain transactions entered into in connection with the distribution generally will be tax-free to DuPont and its shareholders for U.S. federal income tax purposes, except for cash received in lieu of fractional shares. Cash received in lieu of any fractional shares of Chemours common stock will generally be taxable to you.

DuPont currently owns all of the outstanding shares of Chemours. Accordingly, there is no current trading market for Chemours common stock, although we expect that a limited market, commonly known as a "when-issued" trading market, will develop on or shortly before the record date for the distribution, and we expect "regular-way" trading of Chemours common stock to begin on the first trading day following the completion of the separation and distribution. Chemours intends to apply to have its common stock authorized for listing on the New York Stock Exchange, Inc. under the symbol "CC."

In reviewing this information statement, you should carefully consider the matters described under the caption "Risk Factors" beginning on page 20.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or determined if this information statement is truthful or complete. Any representation to the contrary is a criminal offense.

This information statement does not constitute an offer to sell or the solicitation of an offer to buy any securities.

References in this information statement to specific codes, legislation or other statutory enactments are to be deemed as references to those codes, legislation or other statutory enactments, as amended from time to time.

The date of this information statement is [—], 2015.

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The following is a summary of material information discussed in this information statement. This summary may not contain all the details concerning the separation and distribution or other information that may be important to you. To better understand the separation, distribution and Chemours' business and financial position, you should carefully review this entire information statement. Except as otherwise indicated or unless the context otherwise requires, the information included in this information statement, including the combined financial statements of Chemours, which are comprised of the assets and liabilities of DuPont's Performance Chemicals segment, which includes its titanium technologies, fluoroproducts and chemical solutions businesses, and certain additional assets and liabilities associated with the DuPont business, assumes the completion of all the transactions referred to in this information statement in connection with the separation and distribution. Unless the context otherwise requires, references in this information statement to "The Chemours Company," "The Chemours Company, LLC," "Chemours," "we," "us," "our" and "our company" refer to The Chemours Company and its combined subsidiaries. References in this information statement to "DuPont" refer to E. I. du Pont de Nemours and Company, a Delaware corporation, and its consolidated subsidiaries (other than Chemours and its combined subsidiaries), unless the context otherwise requires. References to "DuPont stockholders" refer to stockholders of DuPont in their capacity as holders of common stock only, unless context otherwise requires.

Chemours was organized as a limited liability company under the laws of the State of Delaware. In accordance with the separation and distribution, actions will have been taken so as at the time immediately prior to the distribution, Chemours will have been converted from a limited liability company to a Delaware corporation.

This information statement describes the business to be transferred to Chemours by DuPont in the separation as if the transferred business were our business for all historical periods described. References in this information statement to our historical assets, liabilities, products, businesses or activities of our business are generally intended to refer to the historical assets, liabilities, products, businesses or activities of the transferred business as the business was conducted as part of DuPont and its subsidiaries prior to the separation and distribution.

This summary highlights information contained in this information statement and provides an overview of our company, our separation from DuPont and the distribution of our common stock by DuPont to its stockholders. You should read this entire information statement carefully, including the risks discussed under "Risk Factors," our audited and unaudited selected historical condensed combined financial statements and notes thereto, and our unaudited pro forma combined financial statements and the notes thereto included elsewhere in this information statement. Some of the statements in this summary constitute forward-looking statements. See "Cautionary Statement Concerning Forward-Looking Statements."

You should not assume that the information contained in this information statement is accurate as of any date other than the date set forth on the cover. Changes to the information contained in this information statement may occur after that date, and we undertake no obligation to update the information, except in the normal course of our public disclosure obligations.

INFORMATION STATEMENT SUMMARY

Distributing Company

DuPont was founded in 1802 and was incorporated in Delaware in 1915. Today, DuPont is creating higher growth and higher value by extending the company's leadership in agriculture and nutrition, strengthening and growing capabilities in advanced materials and leveraging cross-company skills to develop a world-leading bio-based industrial business. Through these strategic priorities, DuPont is helping customers find solutions to capitalize on areas of growing global demand — enabling more, safer, nutritious food; creating high-performance, cost-effective energy efficient materials for a wide range of industries; and increasingly delivering renewably sourced bio-based materials and fuels. Total worldwide employment at December 31, 2014, was about 63,000 people. DuPont has operations in more than 90 countries worldwide and about 62 percent of consolidated net sales are made to customers outside the United States of America (U.S.).

Our Company

Chemours is a leading global provider of performance chemicals through three reporting segments: Titanium Technologies, Fluoroproducts and Chemical Solutions. Our performance chemicals are key inputs into products and processes in a variety of industries. Our Titanium Technologies segment is the leading global producer of titanium dioxide (TiO_2), a premium white pigment used to deliver opacity. Our Fluoroproducts segment is a leading global provider of fluoroproducts, such as refrigerants and industrial fluoropolymer resins. Our Chemical Solutions segment is a leading North American provider of industrial and specialty performance chemicals used in gold production, oil refining, agriculture, industrial polymers and other industries. Our position with each of these businesses reflects the strong value proposition we provide to our customers based on our long history of innovation and our reputation within the chemical industry for safety, quality and reliability. We operate 37 production facilities located in 12 countries and serve several thousand customers located in more than 130 countries.

Our Strengths

Our competitive strengths include the following:

Leading Global Market Positions

We are the largest global producer of TiO_2, with annual TiO_2 capacity of approximately 1.2 million metric tons. We are in the process of expanding capacity at our Altamira, Mexico production facility by 200,000 metric tons. Production at the expansion is scheduled to start up in mid-2016. Each of our TiO_2 production facilities ranks among those with the largest capacity globally, and our production facilities at New Johnsonville, Tennessee and DeLisle, Mississippi are the two largest capacity TiO_2 production facilities in the world. We believe that our world-scale assets, consistent quality and delivery reliability differentiate us from our competitors in the TiO_2 market.

We are the market leader in fluoroproducts, with leading positions in fluorinated refrigerants, and industrial fluoropolymer resins and downstream products. We have a leading position in hydrofluorocarbon (HFC) refrigerants and are at the forefront of developing high-performance sustainable technologies such as our low global warming potential (GWP) hydrofluoro-olefin (HFO) refrigerants and foam expansion agents. We are also the market leader in industrial fluoropolymer resins and downstream products and coatings, marketed under the well-known Teflon® brand name. Teflon® industrial resins are used in high-performance wire and cable and multiple components in high-tech processing equipment.

We are the leading producer of solid sodium cyanide (primarily used in gold production) in the Americas. We lead in production capability, product stewardship offerings and distribution capabilities. We are the largest provider of sulfuric acid regeneration in the U.S. Northeast and the second largest provider in the U.S. Gulf Coast. In North America, we maintain market leading positions in aniline (primarily used to make polyurethane) and glycolic acid (primarily used in personal care products). We also have a strong market position in disinfectants used for water sanitization, animal health and bio-security.

Our market-leading positions are due to the scale and scope of our operations, our outstanding process technology, our differentiated products, our competitive pricing and efficient manufacturing base and long-standing partnerships with our customers.

Industry-leading Cost Structure

We produce our products in cost-efficient manufacturing facilities that utilize proprietary process technologies to help drive our industry-leading cost structure. We continue to focus on increasing manufacturing efficiencies and mitigating cost inflation through process improvements, selected capital investments and adoption of best practices.

Our Titanium Technologies segment, in particular, has high asset productivity. Our proprietary TiO_2 process technology allows us to optimize the use of a variety of titanium-bearing ore types, providing us with a cost advantage. Our world-scale TiO_2 production facilities provide significant economies of scale. We operate large individual production lines at high utilization rates. The scale of our production facilities combined with our process technology capabilities, has allowed us to achieve one of the lowest manufacturing costs per unit in the industry over a sustained period of time. Our new Altamira, Mexico TiO_2 production line is expected to be one of the lowest cost production lines in the world. In addition, we continually strive to improve our productivity and optimize our capacity by applying our engineering and manufacturing technology expertise to our production facilities.

Our leading fluoroproducts capacity, innovative production processes, effective supply chain and sourcing strategies make us highly cost competitive also in the fluoroproducts market. Our use of local contract manufacturing and joint venture partners in selected countries as a source of regional access and asset-light manufacturing (where possible) further enhances the overall cost position of our Fluoroproducts segment.

In Chemical Solutions, we believe we have highly attractive cost and asset positions within our cyanides, sulfur, and clean and disinfect businesses as a result of our proprietary process technologies, manufacturing scale, efficient supply chain processes, and proximity to large customers.

Leading Technology and Intellectual Property

As part of our DuPont heritage, our businesses have a long history of delivering innovative and high-quality products. We expect sustained technology leadership to be a key differentiator for Chemours, as the majority of our products are critical inputs that significantly impact the functionality, performance and quality of our customers' products. Our product offerings are enhanced by application technology scientists and laboratories across the globe, whose goal it is to deliver formulation improvements to help our customers achieve lower costs, better performance and higher overall value-in-use from our products compared to those of our competitors.

In our Titanium Technologies segment, we commercialized the chloride process for TiO_2 production in 1953, providing products with better opacity and superior whiteness due to lower impurities, and generating lower waste and byproducts than the traditional sulfate production technology. Currently, we are one of the limited number of TiO_2 producers with rights to chloride process for production of TiO_2. We believe that our proprietary chloride technology enables us to operate plants at a much higher capacity than other chloride technology based TiO_2 producers, uniquely utilizing a broad spectrum of titanium bearing ore feedstocks and achieving the highest unit margins in our industry. Our research and development (R&D) and technology efforts focus on improving production processes, developing and yielding TiO_2 grades that help customers achieve optimal performance. In our Fluoroproducts segment, we pioneered fluorine chemistry and invented polytetrafluoroethylene (PTFE), as well as developed the first generation of refrigeration agents in the first half of the 20th century. Our continuing innovation focus places us at the forefront of industry and regulatory changes with a focus on sustainable solutions. In fluoroproducts, we led the industry in the Montreal-Protocol (1987) driven transition from chlorofluorocarbons (CFCs) to the lesser ozone depleting hydrochlorofluorocarbons (HCFCs), and non-ozone depleting HFCs. In 1988 we committed to cease production of CFCs and started manufacturing non-ozone depleting HFCs in the early 1990s. Driven by new and emerging environmental legislations and standards currently being implemented across the U.S., Europe, Latin America and Japan, we are now developing and commercializing Opteon®, a hydrofluoro-olefin (HFO) based refrigerant with very low GWP and zero ozone depletion potential (ODP), for air conditioning, refrigeration and other applications. This new patented technology offers similar functionality to current HFC products but meets or exceeds currently mandated environmental standards. Like Titanium Technologies and Fluoroproducts, our Chemical Solutions segment has strong technical capabilities and a reputation for its ability to manage hazardous materials. This ability is a key competitive advantage for Chemical Solutions, as several of its products' end-users demand the highest level of excellence in the safe manufacturing, handling and shipping of the materials. Chemical Solutions also holds and occasionally licenses what it believes to be the leading process technologies for the production of aniline, acrylonitrile and hydrogen / sodium cyanide.

Our technological advantage is supported by our intellectual property portfolio of trade secrets, patents and protected innovations, covering process technologies, product formulations and various end-use applications. We maintain a world-renowned trademark portfolio, including the widely recognized brands Ti-Pure® and Vantage® for titanium dioxide products, Suva®, ISCEON®, Freon®, Opteon®, Teflon®, Tefzel®, Viton®, Krytox®, Formacel®, Dymel®, FM 200®, Nafion®, Capstone® for fluoroproducts, and Virkon® and Oxone® for Chemical Solutions.

Geographically Diverse Revenue Base Well-Positioned to Capitalize on Economic Growth

We operate 37 production facilities located in 12 countries and serve several thousand customers located in more than 130 countries. As a result of our strong global presence, we have a widely dispersed customer base that provides us with a geographically diversified revenue stream.

Demand for TiO_2 comes from the coatings, paper and plastics industries and is highly correlated to growth in the global residential housing, commercial construction and packaging markets. Over the long-term, global TiO_2 demand has grown in line with gross domestic product (GDP). Growth in emerging markets, including China, however, may be greater than GDP-level growth due in part to the rising middle class in such markets, which has become a key driver of demand for end products that use our TiO_2.

We believe our Fluoroproducts segment, particularly through its low-GWP and zero-ODP products, will benefit from regulatory changes requiring phase-out and phase-downs of less sustainable incumbent products resulting in attractive margins and industry structure during sunset periods. In addition, customers continually require innovative next generation advanced materials, particularly industrial fluoropolymer resins, driving new product development and growth. We believe fluoroproducts demand growth in developed markets will be in line with global GDP, whereas demand growth in emerging markets will be higher than GDP. We also believe fluorochemicals growth will be driven by country-specific legislation phasing-down the current HFC-based refrigerants for which the new HFO-based products and blends are functional substitutes with a low environmental footprint. For fluoropolymers, we believe growth will be driven by the extension of higher performance applications in developed markets to developing markets, e.g. aerospace, automotive, electronics and communications and semiconductors in China.

Our Chemical Solutions segment serves customers in a diverse range of end markets that we believe generally grow in line with global GDP.

Long Standing and Diverse Customer Base

We serve approximately 5,000 customers across a wide range of end markets in more than 130 countries. Many of our commercial and industrial relationships have been in place for decades and are based on our proven value proposition of safely and reliably supplying our customers with the materials needed for their operations. Our customers are comprised of a diverse group of companies, many of which are leaders in their respective industries. Our sales are not materially dependent on any single customer. As of December 31, 2014, no one individual customer balance represented more than five percent of Chemours' total outstanding receivables balance and no single customer represented more than ten percent of our sales. Knowledge of our customers' business needs is at the core of our innovative processes and forms the basis of our product development initiatives. We work closely with our customers to optimize their formulations and products. We also provide ongoing technical support services to these customers, which helps them to maximize the effectiveness of our advanced performance products.

Strong Management Team with Deep Industry Experience

Chemours has a strong executive management team that combines in-depth industry experience and demonstrated leadership. Mark Vergnano, our Chief Executive Officer, previously served as Executive Vice

President of DuPont since 2009. His prior experience includes 35 years in a variety of general management, manufacturing and technical leadership positions, including vice president and general manager for DuPont Nonwovens, DuPont Building Innovations and group vice president of DuPont Safety & Protection. Mark Newman, our Senior Vice President and Chief Financial Officer, previously served as senior vice president and chief financial officer of SunCoke Energy Inc. Prior to his time at SunCoke, Mr. Newman served in a number of senior operating and finance leadership roles in the U.S. and China, primarily with the General Motors Corporation where he began his career in 1986. Chemours' segment presidents are B.C. Chong, Thierry Vanlancker and Chris Siemer, each of whom has been in chemical industry leadership positions for more than twenty-five years. Mr. Chong has served as president of DuPont's Titanium Technologies business since 2011. Previously, he held leadership positions in manufacturing operations, new business development, strategic planning and sales and marketing. Mr. Vanlancker was named president of DuPont's Fluoroproducts and Chemical Solutions business in 2012. He brings over a decade of experience in managing fluoro-based businesses and has held leadership positions in general management and sales and marketing. Mr. Siemer joined DuPont in 2010 and has managed global industrial and specialty chemical business portfolios for more than twenty years.

In addition to our strong executive management team, we have an experienced group of employees who work to maintain our leading market positions with their commitment to safe and efficient production, technology leadership, expansion of product offerings and customer relationships.

Cash Flow Generation

We believe that after the separation we will have a balance sheet supported by a world class asset base, adequate liquidity and substantial undrawn revolving credit facility, no pension or Other Post-Employment Benefits (OPEB) plans in the U.S. (except for a frozen non-qualified pension restoration plan and a U.S. OPEB plan sponsored by an unconsolidated equity investment) and minimal unfunded non-U.S. pension liability. We expect our EBITDA to increase over time through low-cost incremental production and/or overall unit cost reductions from Chemours' TiO_2 capacity expansion at its Altamira site, potential upside from an anticipated cyclical recovery in TiO_2, EU-mandated environmental regulations driving conversion to refrigerants with low GWP, and our focus on productivity improvements. The completion of the Altamira expansion in mid-2016 will meaningfully reduce our annual capital expenditures.

Our operating cash flow generation is driven by, among other things, global economic conditions generally and the resulting impact on demand for our products, raw material and energy prices, and industry-specific issues, such as production capacity and utilization. We have generated strong operating cash flow through various industry and economic cycles evidencing the operating strength of our businesses. Over the industry cycles in recent years, cash flows from operating activities increased in the years leading up to 2011, and have declined annually since the historical peak profitability achieved in 2011. Despite challenging market conditions in the TiO_2 industry since achieving a historical peak in terms of profitability in 2011 and what are believed to be relatively weak market conditions in 2013 and 2014, we have generated strong operating cash flow. For each of the past four fiscal years, Chemours has generated cash flows from operating activities in excess of $500 million, with such cash flows averaging approximately $1 billion per year. See our disclosure under "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity & Capital Resources."

Capital expenditures have on average equaled approximately $460 million per year during the past four years. A significant increase in each of the past three fiscal years was due to expenditures relating to the expansion of the TiO_2 production facility at Altamira, Mexico. We expect our capital expenditures to be reduced in 2016 and in the near term thereafter due to the completion of the Altamira expansion, which should further bolster our free cash flow as the new capacity is expected to come online in mid-2016.

Our Strategy

Continue to Drive Operational Excellence and Asset Efficiency

Operational excellence, which includes a commitment to safety, environmental stewardship and improved reliability, is key to our future success. We continually evaluate our business to identify opportunities to increase operational efficiency throughout our production facilities with a focus on maintaining operational excellence and maximizing asset efficiency. We continue to set new, stricter operational excellence targets for each of our facilities based on industry-leading benchmarks. We intend to continue focusing on increasing manufacturing efficiencies through selected capital projects, process improvements and best practices in order to lower unit costs. We will also carefully manage our portfolio, especially in our Chemical Solutions segment, and take appropriate actions to address product lines that face challenging market conditions and do not generate returns on invested capital that we believe are sufficient to create long-term shareholder value.

Focus on Cash Flow Generation

Our goal is to focus on cash flow generation and return on invested capital through the continuing optimization of our cost structure, improvement in working capital and supply chain efficiencies, and a disciplined approach to capital expenditures.

We have a proven track record of mitigating fixed cost inflation with cost saving actions and productivity improvements. We intend to continue to identify incremental cost saving opportunities based in large part on benchmarks of industry-leading performance and productivity improvements by utilizing our engineering and manufacturing technology expertise and partnerships with low cost producers. Our goal is to maintain a cost structure that positions us favorably to compete and grow. Our goal is to continue upgrading our customer and product mix to increase our sales of value-added, differentiated products to achieve premium pricing to improve margins and enhance cash flow.

We intend to actively manage our working capital by increasing inventory turnover and reducing finished goods and raw materials inventory without affecting our ability to deliver products to our customers. We strive to improve our supply chain efficiency by focusing on reducing both operating costs and working capital needs. Our supply chain efforts to lower operating costs have consisted of reducing procurement spending, lowering transportation and warehouse costs and optimizing production scheduling.

We remain focused on disciplined capital allocation among our segments. We plan to allocate our capital expenditures to projects required to enhance the reliability of our manufacturing operations and maintain the overall asset portfolio. This includes key maintenance and repair activities in each segment, and necessary regulatory and maintenance spending to ensure safe operations. We intend to optimize capital spending on growth projects across our various businesses based on a thorough comparison of risk-adjusted returns for each project.

Maintain Strong Customer Focus

A key component of our strategy is to produce innovative, high-performance products that offer enhanced value propositions to our customers at competitive prices. Our goal is to continually work closely with our customers to provide solutions and products that optimize their formulations and products. This market-driven product development enables us to offer a high-quality product portfolio to our customers and provides our businesses with the ability to respond quickly and efficiently to changes in market demands.

Leverage our Leadership to Drive Organic Growth

We plan to continue to capitalize on our global operations network, distribution infrastructure and technology to pursue global growth. We will focus our efforts on those geographic areas and end products that we believe offer the most attractive growth and long-term profitability prospects.

Our strategy in our Titanium Technologies segment is to continue to strengthen our leading position from both product offering and cost perspective in order to increase the segment's sales and profitability. We intend to continue to position Chemours as the preferred supplier of TiO_2 worldwide by delivering the highest quality product offering to our customers coupled with superior technical expertise. We are currently expanding capacity at our Altamira, Mexico production facility, which will increase our global capacity by more than 15 percent and will be one of the lowest cost TiO_2 production lines in the world. Production at the expansion is scheduled to start up in mid-2016.

Our Fluoroproducts segment plans to make ongoing, selective investments to capitalize on market opportunities based on our innovation capabilities and industry dynamics. We intend to continue to leverage our fluoroproducts and process expertise to develop new high-performance, differentiated offerings and to promote industry transition towards more sustainable technologies. Specifically, our strategy is to focus on development of proprietary, high-value, sustainable specialties (for example, Opteon® YF and HFO-1336, which are designed to meet tighter regulatory standards and replace commodity HFC refrigerants or foaming agents).

Our Chemical Solutions segment intends to capitalize on potential growth opportunities in businesses in which we have strong regional positions, e.g. sulfuric acid and sodium cyanide. We plan to make selective capital investments to grow our sulfur products and sodium cyanide businesses, in which we have leading market positions in the Americas, and to take initiatives to improve profitability in the remainder of the businesses in our Chemical Solutions segment.

Deepen Our Presence in Emerging Markets

Emerging markets are a strategic priority for a number of our businesses. We are well positioned not only to leverage our strong market positions in mature but highly sophisticated markets in North America and Europe, but also to participate in the expected growth of emerging markets in Asia, Eastern Europe and Latin America. We believe that improving living standards and growth in GDP across emerging markets are combining to create increased demand for our products. We expect to capitalize on this growth opportunity by expanding our customer base and local capabilities in order to increase our market share across emerging markets, especially China. To accelerate our penetration of these markets and maintain our competitive cost position, we may develop relationships with leading local partners, especially in businesses where participation in the fast-growing Chinese market is particularly important for long-term sustainable growth. For example, we are well positioned to leverage our strong production technology in our industrial fluoropolymers resins business, where the Chinese market is expected to continue to evolve from low-end fluoropolymer applications to higher value PTFE, copolymer and fluoroelastomer products, as a result of an increasing percentage of aerospace, automotive, semiconductor, electronics and telecommunications manufacturing transitions to China.

Drive Organizational Alignment

We believe that maintaining alignment of the efforts of our employees with our overall business strategy and operational excellence goals is critical to our success. We have outstanding people and assets and, with the commitment to values of safety, customer appreciation, simplicity, collective entrepreneurship and integrity, we believe that we can maintain our competitiveness and help achieve our operational excellence and asset efficiency strategic objectives.

Risks Associated with Our Business

An investment in Chemours common stock is subject to a number of risks. The following list of risk factors is not exhaustive. Please read the information in the section captioned "Risk Factors" for a more thorough description of these and other risks.

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

- Market conditions, as well as global and regional economic downturns that adversely affect the demand for the end-use products that contain TiO_2, fluoroproducts or our other products, could adversely affect the profitability of our operations and the prices at which we can sell our products, negatively impacting our financial results.
- The markets for many of our products have seasonally affected sales patterns.
- Changes in government policies and laws and certain geopolitical conditions and activities could adversely affect our financial results.
- Our reported results could be adversely affected by currency exchange rates and currency devaluation could impair our competitiveness.
- Price fluctuations in energy and raw materials could have a significant impact on our ability to sustain and grow earnings.
- We are subject to extensive environmental, health and safety laws and regulations that may result in unanticipated loss or liability, which could reduce our profitability.
- Hazards associated with chemical manufacturing, storage and transportation could adversely affect our results of operations.
- The businesses in which we compete are highly competitive. This competition may adversely affect our results of operations and operating cash flows.
- Our significant indebtedness could adversely affect our financial condition, and we could have difficulty fulfilling our obligations under our indebtedness, either of which could have a material adverse effect on the value of our common stock.
- We may need additional capital in the future and may not be able to obtain it on favorable terms.
- The agreements governing our indebtedness will restrict our current and future operations, particularly our ability to respond to changes or to take certain actions.
- If we are unable to innovate and successfully introduce new products, or new technologies or processes reduce the demand for our products or the price at which we can sell products, our profitability could be adversely affected.
- Our results of operations and financial condition could be seriously impacted by business disruptions and security breaches, including cybersecurity incidents.
- If our intellectual property were compromised or copied by competitors, or if our competitors were to develop similar or superior intellectual property or technology, our results of operations could be negatively affected.
- As a result of our current and past operations, including operations related to divested businesses and our discontinued operations, we could incur significant environmental liabilities.
- Our results of operations could be adversely affected by litigation and other commitments and contingencies.

The Separation and Distribution

On October 24, 2013, DuPont announced its intention to separate its Performance Chemicals segment, which includes its titanium technologies, fluoroproducts and chemical solutions businesses, from the other businesses of DuPont that comprise its Agriculture, Electronics & Communications, Industrial Biosciences, Nutrition & Health, Performance Materials and Safety & Protection segments (the DuPont Business). The distribution is intended to be generally tax free for U.S. federal income tax purposes.

In furtherance of this plan, on [—], 2015, DuPont's board of directors approved the distribution of all of the issued and outstanding shares of Chemours common stock on the basis of [—] share[s] of Chemours common stock for each share of DuPont common stock issued and outstanding on [—], 2015, the record date for the distribution. As a result of the distribution, Chemours will become an independent, publicly traded company.

Internal Reorganization

DuPont will transfer the entities and related assets and liabilities that are necessary in advance of the distribution so that Chemours is transferred the entities, assets and liabilities associated with DuPont's Performance Chemicals segment, which includes its titanium technologies, fluoroproducts and chemical solutions businesses, and certain additional assets and liabilities associated with the DuPont Business. We are currently a wholly owned subsidiary of DuPont. In connection with the distribution, DuPont will undertake a series of internal reorganization transactions to facilitate the transfers of entities and the related assets and liabilities described above. See "Our Relationship with DuPont Following the Distribution — Separation Agreement" for further discussion.

Chemours' Post-Separation Relationship with DuPont

Chemours will enter into a Separation Agreement with DuPont, which is referred to in this information statement as the "Separation Agreement," and which will contain the principles governing the internal reorganization discussed above and will specify the terms of the distribution. In connection with the separation and distribution, Chemours will enter into various other agreements to effect the separation and distribution and provide a framework for its relationship with DuPont after the separation and distribution. These other agreements will include a Transition Services Agreement, a Tax Matters Agreement, an Employee Matters Agreement, an IP Cross-License Agreement and certain manufacturing and supply arrangements. These agreements will provide for the allocation between Chemours and DuPont of DuPont's and Chemours' assets, employees, liabilities and obligations (including investments, property and employee benefits and tax-related assets and liabilities) attributable to periods prior to, at and after Chemours' separation from DuPont, and will govern certain relationships between Chemours and DuPont after the separation. For additional information regarding the Separation Agreement and other transaction agreements, see the sections entitled "Risk Factors — Risks Related to the Separation" and "Our Relationship with DuPont Following the Distribution."

Description of Indebtedness

We expect that, at the time of distribution, we will have significant third-party indebtedness, which we expect to incur through a bond offering, term loans or a combination of these and other financing arrangements. The significant third-party indebtedness could, among other things, increase the risk that we may be unable to generate cash sufficient to pay interest and other amounts due in respect of such indebtedness, make us more vulnerable to adverse changes in the general economic, industry and competitive conditions, limit our flexibility in planning for, or reacting to, changes in our business and contain significant operating and financial maintenance covenants that limit our operations, including the ability to engage in activities that may be in our long-term best interests, each of which could have a material adverse effect on us. Further information regarding our indebtedness following the distribution will be provided in subsequent amendments to this information statement.

Chemours' Significant Separation Payments and Costs

Prior to the distribution, we will make a $[—] cash distribution to DuPont, funded primarily by third-party indebtedness that we will incur prior to the date of the distribution. In addition, DuPont has informed us that DuPont expects to incur and pay all one-time costs associated with the separation. We also expect to incur certain ongoing costs associated with operating as an independent, publicly traded company. Such ongoing costs may adversely impact our profitability, financial condition and results of operations. For additional information, see the sections entitled "Risk Factors — Risks Related to the Separation."

Indemnification Obligations to DuPont

In connection with our separation we will assume, and indemnify DuPont for, certain liabilities, including, among others certain environmental liabilities and specified litigation liabilities. Most of our indemnification obligations to DuPont may be uncapped, and may include, among other items, associated defense costs, settlement amounts and judgments. Payments pursuant to these indemnities may be significant and could negatively impact our business. Each of these risks could negatively affect our business, financial condition, results of operations and cash flows. For additional information, see the sections entitled “Our Relationship with DuPont Following the Distribution,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Environmental Matters,” “Risk Factors — Risks Related to the Separation and Distribution” and “Financial Statements — Notes to the Combined Financial Statements.”

Regulatory Approvals

Chemours must complete the necessary registration under U.S. federal securities laws of Chemours common stock, as well as the applicable New York Stock Exchange (NYSE) listing requirements for such shares.

Other than the requirements discussed above, we do not believe that any other material governmental or regulatory filings or approvals will be necessary to consummate the distribution.

DuPont’s stockholders will not have any appraisal rights in connection with the distribution.

Corporate Information

Chemours was organized in the state of Delaware on February 18, 2014 as Performance Operations, LLC, and changed its name to The Chemours Company, LLC on April 15, 2014. In accordance with the separation and distribution, actions will have been taken so as at the time immediately prior to the distribution, Chemours will have been converted from a limited liability company to a Delaware corporation. The address of Chemours’ principal executive offices is [—]. Chemours’ telephone number is [—].

QUESTIONS AND ANSWERS ABOUT THE SEPARATION AND DISTRIBUTION

What is Chemours and why is DuPont separating the Chemours business and distributing Chemours' stock?

Chemours currently is a wholly owned subsidiary of DuPont that was formed to operate DuPont's Performance Chemicals segment, which includes its titanium technologies, fluoroproducts and chemical solutions businesses. The separation will be effected by a distribution of Chemours common stock on a pro rata basis to DuPont's stockholders. Following the separation and distribution, Chemours will be a separate company from DuPont, and DuPont will not retain any ownership interest in Chemours.

The separation of Chemours from DuPont and the distribution of Chemours common stock are intended to provide you with equity investments in two separate companies that will be able to focus on each of their respective businesses. DuPont and Chemours expect that the separation will result in enhanced long-term performance of each business for the reasons discussed in the sections entitled "The Distribution — Background of the Distribution" and "The Distribution — Reasons for the Separation and Distribution."

Why am I receiving this document?

DuPont is delivering this document to you because you are a holder of DuPont common stock. If you are a holder of DuPont common stock as of the close of business on [—], 2015, the record date for the distribution, you are entitled to receive [—] share[s] of our common stock for each share of DuPont common stock that you hold at the close of business on such date. This document will help you understand how the separation and distribution will affect your investment in DuPont and your investment in Chemours after the separation.

What are the reasons for the separation?

DuPont's board of directors determined that the separation and distribution of the Chemours business from the DuPont Business would be in the best interests of DuPont and its stockholders and approved the plan of separation. A wide variety of factors were considered by DuPont's board of directors in evaluating the separation and distribution. Among other things, DuPont's board of directors considered the following potential benefits of the separation and distribution:

- *Closer alignment of DuPont's businesses with its evolving strategic direction* — DuPont's overall mission is to bring world-class science and engineering to the global marketplace in the form of innovative products, materials and services. Increasingly, DuPont's strategic direction and business model is focused on advancing the company's integrated capabilities in biology, chemistry and materials science to further strengthen its leading positions across three strategic priorities: agriculture and nutrition, advanced materials and biobased industrials. DuPont is focused on high potential commercial opportunities in secular growth markets in food, energy, and protection where the company's innovation, global scale and efficient execution have the potential to create valuable new outcomes. In addition, the Performance Chemicals Segment is highly cyclical and its performance is volatile as compared to DuPont's other businesses. Its leading businesses in

Titanium Technologies and Fluoroproducts, and Chemical Solutions, well-established positions in attractive markets, and cash flow generation will be better positioned as an independent company. The separation and distribution will allow DuPont to continue its transformation into a higher growth, less cyclical company, resulting in greater value creation for its shareholders.

- *Direct Access to Capital Markets* — The distribution will create an independent equity and debt structure that will afford Chemours direct access to capital markets from what is expected to be a deep pool of investors that target companies in Chemours' industry and/or with its credit profile and facilitate the ability to capitalize on its unique growth opportunities.

DuPont's board of directors considered a number of potentially negative factors in evaluating the separation and distribution, including risks relating to the creation of a new public company, possible increased administrative costs and one-time separation costs, but concluded that the potential benefits of the separation and distribution outweighed these factors. For more information, see the sections entitled "The Distribution — Reasons for the Separation and Distribution" and "Risk Factors" included elsewhere in this information statement.

Why is the separation of Chemours structured as a distribution?

The board of directors of DuPont has approved a plan to separate DuPont's performance chemicals business into a new publicly traded company. DuPont currently believes the separation by way of distribution is the most efficient way to separate its performance chemicals business from DuPont for various reasons. In particular, we believe a separation will (i) provide a high degree of assurance that decisions regarding our capital structure will support future financial stability; (ii) offer a high degree of certainty of completion in a timely manner, lessening disruption to current business operations; and (iii) generally be a tax-free distribution of Chemours shares to DuPont's stockholders for U.S. federal income tax purposes. After consideration of strategic opportunities, DuPont believes that a tax-free separation will enhance the long-term value of both DuPont and us. See "The Distribution — Reasons for the Separation and Distribution."

What do I have to do to participate in the distribution?

Nothing. **You are not required to take any action to receive your Chemours shares, although you are urged to read this entire document carefully.** No stockholder approval of the distribution is required or sought. **Therefore, you are not being asked for a proxy to vote on the separation or the distribution, and you are requested not to send us a proxy.** You will neither be required to pay anything for the shares of Chemours common stock nor be required to surrender any shares of DuPont common stock to participate in the distribution. **Please do not send in your DuPont stock certificates.**

What is the record date for the distribution?	DuPont will determine record ownership as of the close of business on [—], 2015, which we refer to as the "record date."
What will I receive in distribution?	If you hold DuPont common stock as of the record date, on the distribution date you will receive [—] share[s] of our common stock for every [—] share[s] of DuPont common stock. You will receive only whole shares of our common stock in the distribution. For a more detailed description, see "The Distribution."
How will fractional shares be treated in the distribution?	You will not receive any fractional shares of our common stock in connection with the distribution. Instead, the distribution agent will aggregate all fractional shares into whole shares and sell the whole shares in the open market at prevailing market prices on behalf of DuPont stockholders entitled to receive a fractional share. The distribution agent will then distribute the aggregate cash proceeds of the sales, net of brokerage fees and other costs, pro rata to these holders (net of any required withholding for taxes applicable to each holder). We anticipate that the distribution agent will make these sales in the "when-issued" market, and when-issued trades will generally settle within two weeks following the distribution date. See "— How will Chemours common stock trade?" for additional information regarding when-issued trading and "The Distribution — The Number of Shares of Chemours Common Stock You Will Receive" for a more detailed explanation of the treatment of fractional shares.
Will the number of DuPont shares I own change as a result of the distribution?	No, the number of shares of DuPont common stock you own will not change as a result of the distribution. Your proportionate interest in DuPont will not change as a result of the separation and distribution.
How many shares of Chemours common stock will be distributed?	The actual number of shares of our common stock that DuPont will distribute will depend on the number of shares of DuPont common stock outstanding on the record date. The shares of our common stock that DuPont distributes will constitute all of the issued and outstanding shares of our common stock immediately prior to the distribution. For more information on the shares being distributed, see "Description of Our Capital Stock."
When will the distribution occur?	It is expected that the distribution will be effected after the closing of trading on the NYSE on July 1, 2015, pending final approval from DuPont's board of directors, which we refer to as the "distribution date." On or shortly after the distribution date, the whole shares of our common stock will be credited in book-entry accounts for stockholders entitled to receive the shares in the distribution. We expect the distribution agent, acting on behalf of DuPont, to take about two weeks after the distribution date to fully distribute to DuPont stockholders any cash in lieu of the fractional shares they are entitled to receive. See "— How will DuPont distribute shares of our common stock?" for more information on how to access your book-entry account or your bank, brokerage or other account holding the Chemours common stock you receive in the distribution.

If I sell my shares of DuPont common stock on or before the distribution date, will I still be entitled to receive shares of Chemours common stock in the distribution?

If you hold shares of DuPont common stock on the record date and decide to sell them on or before the distribution date, you may choose to sell your DuPont common stock with or without your entitlement to our common stock. Beginning on or shortly before the record date and continuing up to and through the distribution, it is expected that there will be two markets in DuPont common stock: a "regular-way" market and an "ex-distribution" market. Shares of DuPont common stock that trade in the "regular-way" market will trade with an entitlement to shares of Chemours common stock distributed pursuant to the distribution. Shares that trade in the "ex-distribution" market will trade without an entitlement to shares of Chemours common stock distributed pursuant to the distribution.

You should discuss these alternatives with your bank, broker or other nominee. See "The Distribution — Trading Between the Record Date and Distribution Date" for more information.

How will DuPont distribute shares of our common stock?

Registered stockholders: If you are a registered stockholder (meaning you hold physical DuPont stock certificates or you own your shares of DuPont common stock directly through an account with DuPont's transfer agent, Computershare Trust Company, N.A. (Computershare), the distribution agent will credit the whole shares of our common stock you receive in the distribution to your book-entry account on or shortly after the distribution date. About two weeks after the distribution date, the distribution agent will mail you a book-entry account statement that reflects the number of whole shares of our common stock you own, along with a check for any cash in lieu of fractional shares you are entitled to receive. You will be able to access information regarding your book-entry account holding the Chemours shares at [—] using the same credentials that you use to access your DuPont account or via our transfer agent's interactive voice response system at [—].

"Street name" or beneficial stockholders: If you own your shares of DuPont common stock beneficially through a bank, broker or other nominee, your bank, broker or other nominee will credit your account with the whole shares of our common stock you receive in the distribution on or shortly after the distribution date, and the distribution agent will mail you a check for any cash in lieu of fractional shares you are entitled to receive. Please contact your bank, broker or other nominee for further information about your account.

We will not issue any physical stock certificates to any stockholders, even if requested. See "The Distribution — When and How You Will Receive the Distribution" for a more detailed explanation.

What are the conditions to the separation and distribution?

The distribution is subject to a number of conditions, including, among others:

- the making of a $[—] cash distribution from Chemours to DuPont prior to the distribution, and the determination by DuPont in its sole discretion that following the separation it shall have no further liability or obligation whatsoever under any financing arrangements that Chemours will be entering into in connection with the separation;

- the Securities and Exchange Commission (SEC) having declared effective the registration statement, of which this information statement forms a part, no stop order relating to the registration statement being in effect, nor any proceeding seeking such stop order being pending, and the information statement having been distributed to DuPont's stockholders;
- Chemours common stock having been approved and accepted for listing by the NYSE, subject to official notice of issuance;
- DuPont has received a ruling (IRS Ruling) from the U.S. Internal Revenue Service (IRS) substantially to the effect that, among other things, the distribution of our ordinary shares, together with certain related transactions, will qualify under Sections 355 and 368(a) of the Internal Revenue Code of 1986, as amended (Code), with the result that DuPont and DuPont's shareholders will not recognize any taxable income, gain or loss for U.S. federal income tax purposes as a result of the distribution, except to the extent of cash received in lieu of fractional shares. As a condition to the distribution, the IRS Ruling must remain in effect as of the distribution date. In addition, the distribution is conditioned on the receipt of an opinion of tax counsel (Tax Opinion), in form and substance acceptable to DuPont, substantially to the effect that certain requirements, including certain requirements that the IRS will not rule on, necessary to obtain tax-free treatment, have been satisfied. See "Material U.S. Federal Income Tax Consequences of the Distribution";
- the receipt of an opinion from an independent appraisal firm to the board of directors of DuPont confirming the solvency of each of DuPont and Chemours after the distribution that is in form and substance acceptable to DuPont in its sole discretion;
- all permits, registrations and consents required under the securities or blue sky laws of states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the distribution having been received;
- no order, injunction, or decree issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the separation, distribution or any of the related transactions being in effect;
- the reorganization of DuPont and Chemours businesses prior to the separation and distribution having been effectuated;
- the approval by the board of directors of DuPont of the distribution and all related transactions (and such approval not having been withdrawn);
- DuPont's election of the individuals to be listed as members of our board of directors post-distribution, as described in this information statement, immediately prior to the distribution date;
- Chemours having entered into certain agreements in connection with the separation and distribution and certain financing arrangements prior to or concurrent with the separation; and

- no events or developments shall have occurred or exist that, in the sole and absolute judgment of DuPont's board of directors, make it inadvisable to effect the distribution or would result in the distribution and related transactions not being in the best interest of DuPont or its stockholders.

Can DuPont decide to cancel the separation even if all the conditions have been met?

Yes. The separation is subject to the satisfaction or waiver by DuPont of certain conditions. See "The Distribution — Conditions to the Distribution." Even if all such conditions are met, DuPont has the right not to complete the separation if, at any time prior to the distribution, the board of directors of DuPont determines, in its sole discretion, that the separation is not in the best interests of DuPont or its stockholders, that a sale or other alternative is in the best interests of DuPont or its stockholders, or that market conditions or other circumstances are such that it is not advisable at that time to separate the performance chemicals business from DuPont. DuPont has informed us that, to the extent the board of directors of DuPont determines not to proceed with the separation, DuPont will issue a press release publicly announcing any such decision.

What are the U.S. federal income tax consequences of the distribution to me?

The distribution is conditioned on the continued validity of the IRS Ruling, which DuPont has received from the IRS, and the receipt and continued validity of the Tax Opinion, in form and substance acceptable to DuPont, substantially to the effect that, among other things, the distribution will qualify as a tax-free transaction under Section 355 and Section 368(a)(1)(D) of the Code, and certain transactions related to the transfer of assets and liabilities to Chemours in connection with the separation will not result in the recognition of any gain or loss to DuPont, Chemours or their stockholders. Such conditions are waivable by DuPont's board of directors in its sole and absolute discretion. DuPont received the IRS Ruling from the IRS on September 30, 2014. Accordingly, and so long as the distribution so qualifies, for U.S. federal income tax purposes, no gain or loss will be recognized by you, and no amount will be included in your income, upon the receipt of shares of our common stock pursuant to the distribution. However, any cash payments made instead of fractional shares will generally be taxable to you. For a more detailed description, see "The Distribution — Material U.S. Federal Income Tax Consequences of the Distribution."

How will the distribution affect my tax basis in my shares of DuPont common stock?

Assuming that the distribution is tax-free to DuPont stockholders, your tax basis in your DuPont common stock held by you immediately prior to the distribution will be allocated between your DuPont common stock and Chemours common stock that you receive in the distribution in proportion to the relative fair market values of each immediately following the distribution. DuPont will provide its stockholders with information to enable them to compute their tax basis in both DuPont and Chemours shares. This information will be posted on DuPont's website, www.dupont.com, promptly following the distribution date. You should consult your tax advisor about how this allocation will work in your situation, including a situation where you have purchased DuPont shares at different times or for different amounts, and regarding

any particular consequences of the distribution to you. For a more detailed description, see "The Distribution — Material U.S. Federal Income Tax Consequences of the Distribution."

Will my shares of DuPont common stock continue to trade following the distribution?

DuPont common stock will continue to trade on the NYSE under the symbol "DD" after the distribution.

How will Chemours common stock trade?

Currently, there is no public market for our common stock. We intend to list our common stock on the NYSE under the symbol "CC."

We anticipate that trading in our common stock will begin on a "when-issued" basis as early as [—] trading days prior to the record date for the distribution and will continue up to and including the distribution date. When-issued trading in the context of a separation refers to a sale or purchase made conditionally on or before the distribution date because the securities of the separated entity have not yet been distributed. When-issued trades generally settle within two weeks after the distribution date. On the first trading day following the distribution date, any when-issued trading of our common stock will end and "regular-way" trading will begin. Regular-way trading refers to trading after the security has been distributed and typically involves a trade that settles on the third full trading day following the date of the trade. See "The Distribution — Trading Between the Record Date and Distribution Date" for more information. We cannot predict the trading prices for our common stock before, on or after the distribution date.

What indebtedness will Chemours have following the separation?

Prior to the separation and distribution, Chemours expects to issue senior notes and to enter into a credit agreement with a syndicate of banks to provide two senior secured credit facilities. Specifically, Chemours expects to issue senior notes in multiple tranches with terms and maturities to be determined, and to enter into a credit agreement providing a seven-year $[—] billion senior secured Term Loan B Facility (the Term Loan Facility) and a five-year $[—] billion senior secured Revolving Credit Facility (the Revolving Credit Facility and together with the Term Loan Facility, the Senior Secured Credit Facilities). At the time of the spin-off, Chemours expects to have approximately $4.0 billion of indebtedness, of which approximately $4.0 billion will be paid or otherwise issued to DuPont as consideration for the contribution of assets to us by DuPont in connection with the separation. For purposes of preparing the unaudited pro forma combined financial statements included elsewhere in this information statement, Chemours has assumed, based on its best current estimates, that total indebtedness will be $4.0 billion. However, discussion of the terms of the notes and the Senior Secured Credit Facilities are ongoing, and this estimate is subject to change. Chemours will provide the final amount of the expected indebtedness and payment to DuPont in a subsequent amendment to this information statement. See the sections entitled "Financing Arrangements" and "Unaudited Pro Forma Combined Financial Statements" for more information.

Will the separation affect the trading price of my DuPont common stock?	We expect the trading price of shares of DuPont common stock immediately following the distribution to be lower than immediately prior to the distribution because the trading price will no longer reflect the value of the performance chemicals business. Furthermore, until the market has fully analyzed the value of DuPont without Chemours, the trading price of shares of DuPont common stock may fluctuate. There can be no assurance that, following the distribution, the combined trading prices of DuPont common stock and the Chemours common stock will equal or exceed what the trading price of DuPont common stock would have been in the absence of the separation, and it is possible the post-distribution combined equity value of DuPont and Chemours will be less than DuPont's equity value prior to the distribution.
Are there risks associated with owning shares of Chemours common stock?	Yes. Our business faces both general and specific risks and uncertainties. Our business also faces risks relating to the separation. Following the separation, we will also face risks associated with being an independent, publicly traded company. Accordingly, you should read carefully the information set forth in the section entitled "Risk Factors" in this information statement.
Does Chemours intend to pay cash dividends?	Prior to the distribution, while we are a wholly-owned subsidiary of DuPont, our board of directors, consisting of DuPont employees, intends to declare a dividend of an aggregate amount of $100 million in total for the third quarter of 2015, to be paid to our stockholders as of a record date following the distribution. Following the distribution, we expect to continue to pay regular quarterly dividends in an aggregate amount of $100 million, with an aggregate annual dividend of approximately $400 million. The declaration, payment and amount of any subsequent dividend will be subject to the sole discretion of our post-distribution, independent board of directors and will depend upon many factors, including our financial condition and prospects, our capital requirements and access to capital markets, covenants associated with certain of our debt obligations, legal requirements and other factors that our board of directors may deem relevant, and there can be no assurances that we will continue to pay a dividend in the future. There can also be no assurance that the combined annual dividends on DuPont common stock and our common stock after the distribution, if any, will be equal to the annual dividends on DuPont common stock prior to the distribution.
What will Chemours' relationship be with DuPont following the separation and distribution?	Chemours will enter into a Separation Agreement with DuPont to effect the separation and provide a framework for Chemours' relationship with DuPont after the separation and distribution and will also enter into certain other agreements, such as a Transition Services Agreement, a Tax Matters Agreement, an Employee Matters Agreement and an IP Cross-License Agreement and certain manufacturing and supply arrangements. These agreements will provide for the terms of the separation between Chemours and DuPont of the assets, employees, liabilities and obligations (including its investments, property and employee benefits and tax-related assets and liabilities) of DuPont and its subsidiaries attributable to periods

prior to, at and after Chemours' separation from DuPont and will govern the relationship between Chemours and DuPont subsequent to the completion of the separation and distribution. For additional information regarding the Separation Agreement and other transaction agreements, see the sections entitled "Risk Factors — Risks Related to the Separation" and "Our Relationship with DuPont Following the Distribution."

Do I have appraisal rights in connection with the separation and distribution?

No. Holders of DuPont stock are not entitled to appraisal rights in connection with the separation and distribution.

Who is the transfer agent and registrar for Chemours common stock?

Following the separation and distribution, [—] will serve as transfer agent and registrar for our common stock.

[—] has two additional roles in the distribution.

- Computershare currently serves and will continue to serve as DuPont's transfer agent and registrar.
- In addition, [—] will serve as the distribution agent in the distribution and will assist DuPont in the distribution of our common stock to DuPont's stockholders.

Where can I get more information?

If you have any questions relating to the mechanics of the distribution, you should contact the distribution agent at:

[—]

Before the separation and distribution, if you have any questions relating to the separation and distribution, you should contact DuPont at:

Investor Relations

[—]

Individual Holders: After the separation and distribution, if you have any questions relating to Chemours, you should contact us at:

Investor Relations

[—]

Individual Holders: After the separation and distribution, if you have any questions relating to DuPont, you should contact them at:

Investor Relations

[—]

Institutional Holders: After the separation and distribution, if you have any questions relating to Chemours, you should contact us at:

Investor Relations

[—]

Institutional Holders: After the separation and distribution, if you have any questions relating to DuPont, you should contact them at:

Investor Relations

[—]

RISK FACTORS

You should carefully consider the following risks and other information in this information statement in evaluating us and our common stock. The risk factors generally have been separated into three groups: risks related to our business, risks related to the separation and risks related to our common stock.

Any of the following risks, as well as additional risks and uncertainties not currently known to us or that we currently deem immaterial, could materially and adversely affect our business, results of operations or financial condition. Our operations could be affected by various risks, many of which are beyond our control. Based on current information, we believe that the following identifies the most significant risk factors that could affect our business, results of operations or financial condition. Past financial performance may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods. See "Cautionary Statement Concerning Forward-Looking Statements" for more details.

Risks Related to Our Business

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

Our business and operating results may in the future be adversely affected by global economic conditions, including instability in credit markets, declining consumer and business confidence, fluctuating commodity prices and interest rates, volatile exchange rates, and other challenges such as the changing financial regulatory environment that could affect the global economy. Our customers may experience deterioration of their businesses, cash flow shortages, and difficulty obtaining financing. As a result, existing or potential customers may delay or cancel plans to purchase products and may not be able to fulfill their obligations to us in a timely fashion. Further, suppliers could experience similar conditions, which could impact their ability to supply materials or otherwise fulfill their obligations to us. Because we will have significant international operations, there will be a large number of currency transactions that result from international sales, purchases, investments and borrowings. Also, our effective tax rate may fluctuate because of variability in geographic mix of earnings, changes in statutory rates, and taxes associated with repatriation of non-U.S. earnings. Future weakness in the global economy and failure to manage these risks could adversely affect our results of operations, financial condition and cash flows in future periods.

Market conditions, as well as global and regional economic downturns that adversely affect the demand for the end-use products that contain TiO_2, fluoroproducts or our other products, could adversely affect the profitability of our operations and the prices at which we can sell our products, negatively impacting our financial results.

Our revenue and profitability is largely dependent on the TiO_2 industry and the industries that are end users of our fluoroproducts. TiO_2 and our fluoroproducts, such as refrigerants and resins, are used in many "quality of life" products for which demand historically has been linked to global, regional and local GDP and discretionary spending, which can be negatively impacted by regional and world events or economic conditions. Such events are likely to cause a decrease in demand for our products and, as a result, may have an adverse effect on our results of operations and financial condition. The future profitability of our operations, and cash flows generated by those operations, also will be affected by the available supply of our products in the market, such as TiO_2 and our fluoroproducts.

Additionally, our profitability may be affected by the market for, and use of, by-products generated as part of our manufacturing processes. A significant decrease in the demand for such products could adversely impact our operations by limiting our ability to manufacture our products.

The markets for many of our products have seasonally affected sales patterns.

The demand for TiO_2, certain of our fluoroproducts and certain of our other products during a given year is subject to seasonal fluctuations. As a result of seasonal fluctuations, our operating cash flow may be negatively

impacted due to demand fluctuations. In particular, because TiO_2 is widely used in coatings, demand is higher in the painting seasons of spring and summer. Because certain fluoroproducts are used in refrigerants, such products are in higher demand in the spring and summer in the Northern Hemisphere. We may be adversely affected by anticipated or unanticipated changes in regional weather conditions. For example, poor weather conditions in a region can lead to an abbreviated painting season, which can depress consumer sales of paint products that use TiO_2, which could have a negative effect on our cash position.

As a substantial percentage of our operations are conducted internationally, and we plan to grow our presence in developing markets, unforeseen or adverse changes in government policies, laws or certain geopolitical conditions and activities could adversely affect our financial results.

We have 37 production facilities, with operations primarily located in the United States, Canada, Mexico, Brazil, the Netherlands, Belgium, China, Japan, Switzerland, the United Kingdom, France and Sweden. Sales to customers outside the U.S. constitute about 59 percent of our 2014 revenue. We anticipate that international sales will continue to represent a substantial portion of our total sales and that continued growth and profitability will require further international expansion, particularly in developing markets. For example, we use local contract manufacturing and joint venture partners in selected countries, including China, as a source of regional access and asset-light manufacturing (where possible) to further enhance the overall cost position of our Fluoroproducts segment. Sales from developing markets represent 33 percent of our revenue in 2014 and our growth plans include focusing on expanding our presence in developing markets, such as Asia, Eastern Europe and Latin America. While we believe developing markets offer prospects for business growth, we also anticipate that such markets could be subject to more volatile economic, political and market conditions than other market areas in which we operate. Our financial results could be affected by changes in trade, monetary and fiscal policies, laws and regulations, or other activities of U.S. and non-U.S. governments, agencies and similar organizations. These factors include, but are not limited to, changes in a country's or region's economic or political conditions, trade or other economic-based regulations, environmental regulations, including climate change-based regulations or legislation and regulations relating to the transport or shipment of hazardous materials, and policies affecting production, pricing and marketing of products, local labor conditions and regulations, reduced protection of intellectual property rights in some countries, changes in the regulatory or legal environment, restrictions on currency exchange activities, burdensome taxes and tariffs and other trade barriers or policies. For example, demand growth in the fluoroproducts markets is expected to be driven by country-specific legislation phasing down the current HFC refrigerants for which our new HFO-based products and blends are functional substitutes with a low environmental footprint. In Titanium Technologies, we believe that some local producers in China may be required to incur additional capital expenditures to meet recently enacted environmental standards for pollution abatement, which could exert pressure on competing regional producers in China utilizing the sulfate process. The certainty, timing and enforcement of these regulations is less predictable in developing countries, adding an element of uncertainty to business decisions including those related to long-term capital investment. International risks and uncertainties, including changing social and economic conditions as well as terrorism, political hostilities and war, could lead to reduced sales and profitability.

Our reported results could be adversely affected by currency exchange rates and currency devaluation could impair our competitiveness.

Due to our international operations, we transact in many foreign currencies, including but not limited to the Euro, Japanese Yen, Swiss Franc and Mexican Peso. As a result, we are subject to the effects of changes in foreign currency exchange rates. During times of a strengthening U.S. dollar, our reported net revenues and operating income will be reduced because the local currency will be translated into fewer U.S. dollars. During periods of local economic crisis, local currencies may be devalued significantly against the U.S. dollar, potentially reducing our margin. For example, unfavorable movement in the Euro negatively impacted our results of operations in the second half of 2014, and the further decline of the Euro in recent months could affect future periods. Chemours may enter forward exchange contracts and other financial contracts in an attempt to mitigate the impact of currency rate fluctuations. However, there can be no assurance that such actions will eliminate any adverse

impact from variation in currency rates. Also, actions to recover margins may result in lower volume and a weaker competitive position, which may have an adverse effect on our profitability. For example, in Titanium Technologies, a substantial portion of our manufacturing is located in the United States and Mexico, while our TiO_2 is delivered to customers around the world. Furthermore, our ore cost is principally denominated in U.S. dollars. Accordingly, in periods when the U.S. dollar or Mexican Peso strengthen against other local currencies, our costs are higher relative to our competitors who operate largely outside of the United States, and the benefits we realize from having lower costs associated with our manufacturing process will be reduced, impacting our profitability.

Price fluctuations in energy and raw materials could have a significant impact on our ability to sustain and grow earnings.

Our manufacturing processes consume significant amounts of energy and raw materials, the costs of which are subject to worldwide supply and demand as well as other factors beyond our control. Variations in the cost of energy, which primarily reflect market prices for oil and natural gas, and for raw materials, may significantly affect our operating results from period to period. Additionally, consolidation in the industries providing our raw materials may have an impact on the cost and availability of such materials. To the extent we do not have fixed price contracts with respect to specific raw materials, we have no control over the costs of raw materials and such costs may fluctuate widely for a variety of reasons, including changes in availability, major capacity additions or reductions, or significant facility operating problems. These fluctuations could negatively affect our operating margins and our profitability.

We endeavor to offset the effects of higher energy and raw material costs through selling price increases, productivity improvements and cost reduction programs. However, the outcome of these efforts is largely determined by existing competitive and economic conditions, and may be subject to a time delay between the increase in our raw materials costs and our ability to increase prices, which could vary significantly depending on the market served. If we are not able to fully offset the effects of higher energy or raw material costs, it could have a material adverse effect on our financial results.

Effects of our raw materials contracts, including our inability to renew such contracts, could have a significant impact on our earnings.

When possible we have purchased, and we plan to continue to purchase, raw materials, including titanium bearing ores and fluorospar, through negotiated medium- or long-term contracts to minimize the impact of price fluctuations. To the extent that we have been able to achieve favorable pricing in our existing negotiated long-term contracts, we may not be able to renew such contracts at the current prices, or at all, and this may adversely impact our cash flow from operations. However, to the extent that the prices of raw materials that we utilize significantly decline, we may be bound by the terms of our existing long-term contracts and obligated to purchase such raw materials at higher prices as compared to other market participants.

We are subject to extensive environmental, health and safety laws and regulations that may result in unanticipated loss or liability, which could reduce our profitability.

Our operations and production facilities are subject to extensive environmental and health and safety laws and regulations at national, international and local levels in numerous jurisdictions relating to pollution, protection of the environment, climate change, transporting and storing raw materials and finished products and storing and disposing of hazardous wastes. Such laws would include, in the United States, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, often referred to as Superfund), the Resource Conservation and Recovery Act (RCRA) and similar state and global laws for management and remediation of hazardous materials, the Clean Air Act (CAA) and the Clean Water Act, for protection of air and water resources, the Toxic Substances Control Act (TSCA), and in the European Union, Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), for regulation of chemicals in commerce and reporting of potential

known adverse effects and numerous local, state and federal laws and regulations governing materials transport and packaging. If we are found to be in violation of these laws or regulations, we may incur substantial costs, including fines, damages, criminal or civil sanctions and remediation costs, or experience interruptions in our operations. We also may be subject to changes in our operations and production based on increased regulation or other changes to, or restrictions imposed by, any such additional regulations. In addition, the manner in which adopted regulations (including environmental regulations) are ultimately implemented may affect our products and results of operations. In the event of a catastrophic incident involving any of the raw materials we use or chemicals we produce, we could incur material costs as a result of addressing the consequences of such event and future reputational costs associated with any such event.

There is also a risk that one or more of our key raw materials or one or more of our products may be found to have, or be characterized as having, a toxicological or health-related impact on the environment or on our customers or employees, which could potentially result in us incurring liability in connection with such characterization and the associated effects of any toxicological or health-related impact. If such a discovery or characterization occurs, we may incur increased costs in order to comply with new regulatory requirements or the relevant materials or products, including products of our customers incorporating our materials or products, may be recalled or banned. Changes in laws and regulations, or their interpretation, and our customers' perception of such changes or interpretations may also affect the marketability of certain of our products.

Hazards associated with chemical manufacturing, storage and transportation could adversely affect our results of operations.

There are hazards associated with chemical manufacturing and the related storage and transportation of raw materials, products and wastes. These hazards could lead to an interruption or suspension of operations and have an adverse effect on the productivity and profitability of a particular manufacturing facility or on us as a whole. While we endeavor to provide adequate protection for the safe handling of these materials, issues could be created by various events, including natural disasters, severe weather events, acts of sabotage and performance by third parties, and as a result we could face the following potential hazards:

- piping and storage tank leaks and ruptures;
- mechanical failure;
- employee exposure to hazardous substances; and
- chemical spills and other discharges or releases of toxic or hazardous substances or gases.

These hazards may cause personal injury and loss of life, damage to property and contamination of the environment, which could lead to government fines, work stoppage injunctions, lawsuits by injured persons, damage to our public reputation and brand, and diminished product acceptance. If such actions are determined adversely to us or there is an associated economic impact to our business, we may have inadequate insurance or cash flow to offset any associated costs. Such outcomes could adversely affect our financial condition and results of operations.

The businesses in which we compete are highly competitive. This competition may adversely affect our results of operations and operating cash flows.

Each of the businesses in which we operate is highly competitive. Competition in the performance chemicals industry is based on a number of factors such as price, product quality and service. We face significant competition from major international and regional competitors. Additionally, our Titanium Technologies business competes with numerous regional producers, including producers in China, which have expanded their readily available production capacity during the previous five years. Additionally, there have also been reports of potential development of chloride production of TiO_2 by certain of such producers.

In addition, historically, information about our business and operations was presented as part of the broader DuPont corporate organization. As an independent, publicly traded company, we will be required to publicly

provide more detailed information about our business and operations, including financial information, as a stand-alone company. This information will be accessible to our customers, suppliers and competitors, each of which may factor the new information into their commercial dealings with us or the markets in which we operate. The use of such information by third parties in the marketplace could have an adverse effect on us and our results of operations, including our relative level of profitability.

Our significant indebtedness could adversely affect our financial condition, and we could have difficulty fulfilling our obligations under our indebtedness, either of which could have a material adverse effect on the value of our common stock.

Upon the consummation of our separation from DuPont, we expect to have approximately $4.0 billion of indebtedness. Our significant level of indebtedness increases the risk that we may be unable to generate cash sufficient to pay amounts due in respect of our indebtedness. The level of our indebtedness could have other important consequences on our business, including;

- making it more difficult for us to satisfy our obligations with respect to indebtedness;
- increasing our vulnerability to adverse changes in general economic, industry and competitive conditions;
- requiring us to dedicate a significant portion of our cash flow from operations to make payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital and other general corporate purposes;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- restricting us from capitalizing on business opportunities;
- placing us at a competitive disadvantage compared to our competitors that have less debt; and
- limiting our ability to borrow additional funds for working capital, acquisitions, debt service requirements, execution of our business strategy or other general corporate purposes.

The occurrence of any one or more of these circumstances could have a material adverse effect on us.

We may need additional capital in the future and may not be able to obtain it on favorable terms.

Our industry is capital intensive, and we may require additional capital in the future to finance our growth and development, implement further marketing and sales activities, fund ongoing research and development activities and meet general working capital needs. Our capital requirements will depend on many factors, including acceptance of and demand for our products, the extent to which we invest in new technology and research and development projects, and the status and timing of these developments, as well as general availability of capital from debt and/or equity markets.

However, debt or equity financing may not be available to us on terms we find acceptable, if at all. If we incur additional debt or raise equity through the issuance of our preferred stock, the terms of the debt or our preferred stock issued may give the holders rights, preferences and privileges senior to those of holders of our common stock, particularly in the event of liquidation. If we raise funds through the issuance of additional equity, your ownership in us would be diluted. Also, regardless of the terms of our debt or equity financing, our agreements and obligations under the Tax Matters Agreement may limit our ability to issue stock. For a more detailed discussion, see "— ***We intend to agree to numerous restrictions to preserve the tax-free treatment of the transactions in the United States, which may reduce our strategic and operating flexibility.***" If we are unable to raise additional capital when needed, our financial condition, and thus your investment in us, could be materially and adversely affected.

Additionally, our failure to maintain the credit ratings on our debt securities could negatively affect our ability to access capital and could increase our interest expense on certain existing and future indebtedness. We expect the credit rating agencies to periodically review our capital structure and the quality and stability of our earnings. Deterioration in our capital structure or the quality and stability of our earnings could result in a downgrade of the credit ratings on our debt securities. Any negative ratings actions could constrain the capital available to us and could limit our access to funding for our operations and/or increase the cost of such capital. If, as a result, our ability to access capital when needed becomes constrained, our interest costs could increase, which could have material adverse effect on our results of operations, financial condition and cash flows.

The agreements governing our indebtedness will restrict our current and future operations, particularly our ability to respond to changes or to take certain actions.

The agreements governing our indebtedness contain, and the agreements governing future indebtedness and future debt securities will contain, significant restrictive covenants and, in the case of the Senior Secured Credit Facilities, financial maintenance covenants that may limit our operations, including our ability to engage in activities that may be in our long-term best interests. These restrictive covenants may limit us, and our restricted subsidiaries, from taking, or give rights to the holders of our indebtedness in the event of, the following actions:

- incurring additional indebtedness and guaranteeing indebtedness;
- paying dividends or making other distributions in respect of, or repurchasing or redeeming, our capital stock;
- making acquisitions or other investments;
- prepaying, redeeming or repurchasing certain indebtedness;
- selling or otherwise disposing of assets;
- selling stock of our subsidiaries;
- incurring liens;
- entering into transactions with affiliates;
- entering into agreements restricting our subsidiaries' ability to pay dividends;
- entering into transactions that result in a change of control of us; and
- consolidating, merging or selling all or substantially all of our assets.

Our failure to comply with those covenants could result in an event of default that, if not cured or waived, could result in the acceleration of some or all of our indebtedness, which could lead us to bankruptcy, reorganization or insolvency.

If we are unable to innovate and successfully introduce new products, or new technologies or processes reduce the demand for our products or the price at which we can sell products, our profitability could be adversely affected.

Our industries and the end-use markets into which we sell our products experience periodic technological change and product improvement. Our future growth will depend on our ability to gauge the direction of commercial and technological progress in key end-use markets and on our ability to fund and successfully develop, manufacture and market products in such changing end-use markets. We must continue to identify, develop and market innovative products or enhance existing products on a timely basis to maintain our profit margins and our competitive position. We may be unable to develop new products or technology, either alone or with third parties, or license intellectual property rights from third parties on a commercially competitive basis. If we fail to keep pace with the evolving technological innovations in our end-use markets on a competitive basis, including

with respect to innovation with regard to the development of alternative uses for, or application of, products developed that utilize such end-use products, our financial condition and results of operations could be adversely affected. We cannot predict whether technological innovations will, in the future, result in a lower demand for our products or affect the competitiveness of our business. We may be required to invest significant resources to adapt to changing technologies, markets, competitive environments and laws and regulations. We cannot anticipate market acceptance of new products or future products. In addition, we may not achieve our expected benefits associated with new products developed to meet new laws or regulations if the implementation of such laws or regulations is delayed.

Our results of operations and financial condition could be seriously impacted by business disruptions and security breaches, including cybersecurity incidents.

Business and/or supply chain disruptions, plant downtime and/or power outages and information technology system and/or network disruptions, regardless of cause including acts of sabotage, employee error or other actions, geo-political activity, weather events and natural disasters could seriously harm our operations as well as the operations of our customers and suppliers. Failure to effectively prevent, detect and recover from security breaches, including attacks on information technology and infrastructure by hackers; viruses; breaches due to employee error or actions; or other disruptions could result in misuse of our assets, business disruptions, loss of property including trade secrets and confidential business information, legal claims or proceedings, reporting errors, processing inefficiencies, negative media attention, loss of sales and interference with regulatory compliance. Like most major corporations, we have been and expect to be the target of industrial espionage, including cyber-attacks, from time to time. We have determined that these attacks have resulted, and could result in the future, in unauthorized parties gaining access to certain confidential business information, and have included the obtaining of trade secrets and proprietary information related to the chloride manufacturing process for TiO_2 by third parties. Although we do not believe that we have experienced any material losses to date related to these breaches, there can be no assurance that we will not suffer any such losses in the future. We plan to actively manage the risks within our control that could lead to business disruptions and security breaches. As these threats continue to evolve, particularly around cybersecurity, we may be required to expend significant resources to enhance our control environment, processes, practices and other protective measures. Despite these efforts, such events could materially adversely affect our business, financial condition or results of operations.

If our intellectual property were compromised or copied by competitors, or if our competitors were to develop similar or superior intellectual property or technology, our results of operations could be negatively affected.

Intellectual property rights, including patents, trade secrets, confidential information, trademarks, tradenames and trade dress, are important to our business. We will endeavor to protect our intellectual property rights in key jurisdictions in which our products are produced or used and in jurisdictions into which our products are imported. Our success will depend to a significant degree upon our ability to protect and preserve our intellectual property rights. However, we may be unable to obtain protection for our intellectual property in key jurisdictions. Although we own and have applied for numerous patents and trademarks throughout the world, we may have to rely on judicial enforcement of our patents and other proprietary rights. Our patents and other intellectual property rights may be challenged, invalidated, circumvented, and rendered unenforceable or otherwise compromised. A failure to protect, defend or enforce our intellectual property could have an adverse effect on our financial condition and results of operations. Similarly, third parties may assert claims against us and our customers and distributors alleging our products infringe upon third party intellectual property rights.

We also rely materially upon unpatented proprietary technology, know-how and other trade secrets to maintain our competitive position. While we maintain policies to enter into confidentiality agreements with our employees and third parties to protect our proprietary expertise and other trade secrets, these agreements may not be enforceable or, even if legally enforceable, we may not have adequate remedies for breaches of such agreements. We also may not be able to readily detect breaches of such agreements. The failure of our patents or confidentiality agreements to protect our proprietary technology, know-how or trade secrets could result in significantly lower revenues, reduced profit margins or loss of market share.

If we must 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, and 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.

As a result of our current and past operations, including operations related to divested businesses and our discontinued operations, we could incur significant environmental liabilities.

We are subject to various laws and regulations around the world governing the environment, including the discharge of pollutants and the management and disposal of hazardous substances. As a result of our operations, including the operations of divested businesses and certain discontinued operations, we could incur substantial costs, including remediation and restoration costs. The costs of complying with complex environmental laws and regulations, as well as internal voluntary programs, are significant and will continue to be so for the foreseeable future. This includes costs we expect to continue to incur for environmental investigation and remediation activities at a number of our current or former sites and third-party disposal locations. However, the ultimate costs under environmental laws and the timing of these costs are difficult to accurately predict. While we establish accruals in accordance with generally accepted accounting principles, the ultimate actual costs and liabilities may vary from the accruals because the estimates on which the accruals are based depend on a number of factors (many of which are outside of our control), including the nature of the matter and any associated third-party claims, the complexity of the site, site geology, the nature and extent of contamination, the type of remedy, the outcome of discussions with regulatory agencies and other Potentially Responsible Parties (PRPs) at multi-party sites and the number and financial viability of other PRPs. See Note 17 to the Combined Financial Statements.

Our results of operations could be adversely affected by litigation and other commitments and contingencies.

We face risks arising from various unasserted and asserted litigation matters, including, but not limited to, product liability, patent infringement, antitrust claims, and claims for third party property damage or personal injury stemming from alleged environmental or other torts. We have noted a nationwide trend in purported class actions against chemical manufacturers generally seeking relief such as medical monitoring, property damages, off-site remediation and punitive damages arising from alleged environmental or other torts without claiming present personal injuries. We also have noted a trend in public and private nuisance suits being filed on behalf of states, counties, cities and utilities alleging harm to the general public. Various factors or developments can lead to changes in current estimates of liabilities such as a final adverse judgment, significant settlement or changes in applicable law. A future adverse ruling or unfavorable development could result in future charges that could have a material adverse effect on us. An adverse outcome in any one or more of these matters could be material to our financial results and could adversely impact the value of any of our brands that are associated with any such matters.

In the ordinary course of business, we may make certain commitments, including representations, warranties and indemnities relating to current and past operations, including those related to divested businesses and issue guarantees of third party obligations. Additionally, we will be required to indemnify DuPont for uncapped amounts with regard to liabilities allocated to, or assumed by, us under each of the Separation Agreement, the Employee Matters Agreement, the Tax Matters Agreement and the Intellectual Property Cross-License Agreement. If we were required to make payments, such payments could be significant and would exceed the amounts we have accrued with respect thereto, adversely affecting our results of operations.

Risks Related to the Separation

We may be unable to achieve some or all of the benefits that we expect to achieve from our separation from DuPont.

We believe that, as an independent, publicly traded company, we will continue to, among other things, focus our financial and operational resources on our specific business, growth profile and strategic priorities, design and implement corporate strategies and policies targeted to our operational focus and strategic priorities, guide our processes and infrastructure to focus on our core strengths, implement and maintain a capital structure designed to meet our specific needs and more effectively respond to industry dynamics. However, we may be unable to achieve some or all of these benefits. For example, in order to position ourselves for the separation, we are undertaking a series of strategic, structural and process realignment and restructuring actions within our operations. These actions may not provide the benefits we currently expect, and could lead to disruption of our operations, loss of, or inability to recruit, key personnel needed to operate and grow our businesses following the separation, weakening of our internal standards, controls or procedures and impairment of our key customer and supplier relationships. In addition, completion of the proposed separation will require significant amounts of management's time and effort, which may divert management's attention from operating and growing our businesses. If we fail to achieve some or all of the benefits that we expect to achieve as an independent company, or do not achieve them in the time we expect, our business, financial condition and results of operations could be materially and adversely affected.

If the distribution, together with certain related transactions, were to fail to qualify for non-recognition treatment for U.S. federal income tax purposes, then we could be subject to significant tax and indemnification liability and stockholders receiving our common stock in the distribution could be subject to significant tax liability.

DuPont has received the IRS Ruling from the IRS substantially to the effect that, among other things, the distribution will qualify as a tax-free transaction under Section 355 and Section 368(a)(1)(D) of the Code. The distribution is conditioned on the continued validity of the IRS Ruling, as well as on receipt of the Tax Opinion, in form and substance acceptable to DuPont, substantially to the effect that, among other things, the distribution will qualify as a tax-free transaction under Section 355 and Section 368(a)(1)(D) of the Code, and certain transactions related to the transfer of assets and liabilities to us in connection with the separation and distribution will not result in the recognition of any gain or loss to DuPont, us or our stockholders. The IRS Ruling relies, and the Tax Opinion will rely, on certain facts, assumptions, and undertakings, and certain representations from DuPont and us, regarding the past and future conduct of both respective businesses and other matters, and the Tax Opinion will rely on the IRS Ruling. Notwithstanding the IRS Ruling and the Tax Opinion, the IRS could determine that the distribution or such related transactions should be treated as a taxable transaction if it determines that any of these facts, assumptions, representations, or undertakings is not correct, or that the distribution should be taxable for other reasons, including if the IRS were to disagree with the conclusions in the Tax Opinion that are not covered by the IRS Ruling.

If the distribution ultimately is determined to be taxable, then a stockholder of DuPont that received shares of our common stock in the distribution would be treated as having received a distribution of property in an amount equal to the fair market value of such shares on the distribution date and could incur significant income tax liabilities. Such distribution would be taxable to such stockholder as a dividend to the extent of DuPont's current and accumulated earnings and profits. Any amount that exceeded DuPont's earnings and profits would be treated first as a non-taxable return of capital to the extent of such stockholder's tax basis in its shares of DuPont stock with any remaining amount being taxed as a capital gain. DuPont would recognize a taxable gain in an amount equal to the excess, if any, of the fair market value of the shares of our common stock held by DuPont on the distribution date over DuPont's tax basis in such shares. In addition, if certain related transactions fail to qualify for tax-free treatment under U.S. federal, state and/or local tax law and/or foreign tax law, we and DuPont could incur significant tax liabilities under U.S. federal, state, local and/or foreign tax law.

Generally, taxes resulting from the failure of the separation and distribution or certain related transactions to qualify for non-recognition treatment under U.S. federal, state and/or local tax law and/or foreign tax law would be imposed on DuPont or DuPont's stockholders and, under the Tax Matters Agreement that we will enter into with DuPont, DuPont is generally obligated to indemnify us against such taxes to the extent that we may be jointly, severally or secondarily liable for such taxes. However, under the terms of the Tax Matters Agreement, we also generally will be responsible for any taxes imposed on DuPont that arise from the failure of the distribution to qualify as tax-free for U.S. federal income tax purposes within the meaning of Section 355 of the Code or the failure of such related transactions to qualify for tax-free treatment, to the extent such failure to qualify is attributable to actions, events or transactions relating to our, or our affiliates', stock, assets or business, or any breach of our or our affiliates' representations, covenants or obligations under the Tax Matters Agreement (or any other agreement we enter into in connection with the separation and distribution), the materials submitted to the IRS or other governmental authorities in connection with the request for the IRS Ruling or other tax rulings or the representation letter provided to counsel in connection with the Tax Opinion. Events triggering an indemnification obligation under the agreement include events occurring after the distribution that cause DuPont to recognize a gain under Section 355(e) of the Code. Such tax amounts could be significant. To the extent we are responsible for any liability under the Tax Matters Agreement, there could be a material adverse impact on our business, financial condition, results of operations and cash flows in future reporting periods. For a more detailed discussion, see "Material U.S. Federal Income Tax Consequences of the Distribution."

We will be subject to continuing contingent tax-related liabilities of DuPont following the distribution.

After the distribution, there will be several significant areas where the liabilities of DuPont may become our obligations. For example, under the Code and the related rules and regulations, each corporation that was a member of DuPont's consolidated tax reporting group during any taxable period or portion of any taxable period ending on or before the effective time of the distribution is jointly and severally liable for the U.S. federal income tax liability of the entire consolidated tax reporting group for such taxable period. In connection with the separation, we will enter into a Tax Matters Agreement with DuPont that will allocate the responsibility for prior period taxes of DuPont's consolidated tax reporting group between us and DuPont. For a more detailed description, see "Our Relationship with DuPont Following the Distribution — Tax Matters Agreement." If DuPont were unable to pay any prior period taxes for which it is responsible, however, we could be required to pay the entire amount of such taxes, and such amounts could be significant. Other provisions of federal, state, local, or foreign law may establish similar liability for other matters, including laws governing tax-qualified pension plans, as well as other contingent liabilities.

We intend to agree to numerous restrictions to preserve the tax-free treatment of the transactions in the United States, which may reduce our strategic and operating flexibility.

Our ability to engage in significant equity transactions could be limited or restricted after the distribution in order to preserve, for U.S. federal income tax purposes, the tax-free nature of the distribution by DuPont. Even if the distribution otherwise qualifies for tax-free treatment under Sections 355 and 368(a)(1)(D) of the Code, the distribution may result in corporate-level taxable gain to DuPont under Section 355(e) of the Code if 50 percent or more, by vote or value, of shares of our stock or DuPont's stock are acquired or issued as part of a plan or series of related transactions that includes the distribution. The process for determining whether an acquisition or issuance triggering these provisions has occurred is complex, inherently factual and subject to interpretation of the facts and circumstances of a particular case. Any acquisitions or issuances of our stock or DuPont's stock within a two-year period after the distribution generally are presumed to be part of such a plan, although we or DuPont, as applicable, may be able to rebut that presumption. Accordingly, under the Tax Matters Agreement that we will enter into with DuPont, for the two-year period following the distribution, we will be prohibited, except in certain circumstances, from:

- entering into any transaction resulting in the acquisition of 40 percent or more of our stock or substantially all of our assets, whether by merger or otherwise;
- merging, consolidating or liquidating;

- issuing equity securities beyond certain thresholds;
- repurchasing our capital stock; or
- ceasing to actively conduct our business.

These restrictions may limit our ability to pursue certain strategic transactions or other transactions that we may believe to otherwise be in the best interests of our stockholders or that might increase the value of our business. In addition, under the Tax Matters Agreement, we will be required to indemnify DuPont against any such tax liabilities as a result of the acquisition of our stock or assets, even if we do not participate in or otherwise facilitate the acquisition. For a more detailed description, See "Our Relationship with DuPont Following the Distribution — Tax Matters Agreement."

We may be unable to make, on a timely or cost-effective basis, the changes necessary to operate as an independent company.

We have historically operated as part of DuPont's corporate organization, and DuPont has assisted us by providing various corporate functions. Following the separation and distribution, DuPont will have no obligation to provide us with assistance other than the transition services described under "Our Relationship with DuPont Following the Distribution." These services do not include every service we have received from DuPont in the past, and DuPont is only obligated to provide these services for limited periods from the distribution date. Accordingly, following the separation and distribution, we will need to provide internally or obtain from unaffiliated third parties the services we currently receive from DuPont. These services include information technology, research and development, finance, legal, insurance, compliance and human resources activities, the effective and appropriate performance of which is critical to our operations. We may be unable to replace these services in a timely manner or on terms and conditions as favorable as those we receive from DuPont. In particular, DuPont's information technology networks and systems are complex, and duplicating these networks and systems will be challenging. Because our business previously operated as part of the wider DuPont organization, we may be unable to successfully establish the infrastructure or implement the changes necessary to operate independently, or we may incur additional costs that could adversely affect our business. Additionally, while we have developed certain internal controls and procedures, due to our current status as a subsidiary of DuPont, such internal controls and procedures have not yet been fully implemented in connection with our operations as a standalone company. The process of implementing our internal controls will require significant attention from management and we cannot be certain that these measures will ensure that we implement and maintain adequate controls over our financial processes and reporting in the future. Difficulties encountered in their implementation could harm our results of operations or cause us to fail to meet our reporting obligations. If we fail to obtain the quality of administrative services necessary to operate effectively or incur greater costs in obtaining these services, our profitability, financial condition and results of operations may be materially and adversely affected.

Our historical condensed combined and pro forma combined financial data are not necessarily representative of the results we would have achieved as an independent, publicly traded company and may not be a reliable indicator of our future results.

The historical and pro forma financial data we have included in this information statement may not reflect what our business, financial condition, results of operations and cash flows would have been had we been an independent, publicly traded company during the periods presented or what our business, financial condition, results of operations and cash flows will be in the future when we are an independent company. This is primarily because:

- Prior to our separation, our business was operated by DuPont as part of its broader corporate organization, rather than as an independent, publicly traded company. In addition, prior to our separation, DuPont, or one of its affiliates, performed significant corporate functions for us, including

tax and treasury administration and certain governance functions, including internal audit and external reporting. Our historical financial statements reflect allocations of corporate expenses from DuPont for these and similar functions, which are not necessarily representative of the costs we will incur for similar services in the future as an independent company. In addition, while our pro forma financial statements reflect estimates of the costs that we would have incurred as an independent company during the periods presented, the estimates may not accurately reflect the costs we would have incurred

- as an independent company during such periods, or will incur in the future. Furthermore, following the separation and distribution, we will also be responsible for the additional costs associated with being an independent, publicly traded company, including costs related to corporate governance and external reporting.
- Our working capital requirements and capital for our general corporate purposes, including acquisitions and capital expenditures, historically have been satisfied as part of the company-wide cash management practices of DuPont. While our businesses have historically generated sufficient cash to finance our working capital and other cash requirements, following the separation and distribution, we will no longer have access to DuPont's cash pool. Without the opportunity to obtain financing from DuPont, we may need to obtain additional financing from banks, through public offerings or private placements of debt or equity securities or other arrangements.
- We will enter into transactions with DuPont that did not exist prior to the separation. See "Our Relationship with DuPont Following the Distribution" for information regarding these transactions.
- Other significant changes may occur in our cost structure, management, financing and business operations as a result of our operating as a company separate from DuPont.

We will incur interest expense as part of our incurring debt in connection with the separation and distribution, whereas our historical financial data does not include an allocation of interest expense. In addition, the pro forma financial data included in this information statement is based on the best information available, which in part includes a number of estimates and assumptions. These estimates and assumptions may prove not to be accurate, and accordingly, our pro forma financial data should not be assumed to be indicative of what our financial condition or results of operations actually would have been as a stand-alone company nor to be a reliable indicator of what our financial condition or results of operations actually may be in the future.

For additional information about our past financial performance and the basis of presentation of our financial statements, see "Selected Historical Condensed Combined Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Unaudited Pro Forma Combined Financial Statements" and our financial statements and the notes thereto included in this information statement.

As an independent, publicly traded company, we may not enjoy the same benefits that we did as a part of DuPont.

There is a risk that, by separating from DuPont, we may become more susceptible to market fluctuations and other adverse events than we would have been if we were still a part of the current DuPont organizational structure. As part of DuPont, we have been able to enjoy certain benefits from DuPont's operating diversity, purchasing power and opportunities to pursue integrated strategies with DuPont's other businesses. As an independent, publicly traded company, we will not have similar diversity or integration opportunities and may not have similar purchasing power or access to capital markets. Additionally, as part of DuPont, we have been able to leverage the DuPont historical market reputation and performance and brand identity to recruit and retain key personnel to run our business. As an independent, publicly traded company, we will not have the same historical market reputation and performance or brand identity as DuPont and it may be more difficult for us to recruit or retain such key personnel.

We will incur significant indebtedness in connection with the separation and distribution, and the degree to which we will be leveraged following completion of the distribution may materially and adversely affect our business, financial condition and results of operations.

We are incurring significant indebtedness in connection with the separation. We have historically relied upon DuPont for working capital requirements on a short-term basis and for other financial support functions. After the distribution, we will not be able to rely on DuPont's earnings, assets or cash flow, and we will be responsible for servicing our own debt, obtaining and maintaining sufficient working capital and paying dividends.

Our ability to make payments on and to refinance our indebtedness, including the debt incurred pursuant to the separation as well as any future debt that we may incur, will depend exclusively on our ability to generate cash in the future from our own operations, financings or asset sales. Our ability to generate cash is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. We may not generate sufficient funds to service our debt and meet our business needs, such as funding working capital or the expansion of our operations. If we are not able to repay or refinance our debt as it becomes due, we may be forced to take disadvantageous actions, including reducing spending on marketing, retail trade incentives, advertising and new product innovation, reducing financing in the future for working capital, capital expenditures and general corporate purposes, selling assets or dedicating an unsustainable level of our cash flow from operations to the payment of principal and interest on our indebtedness. In addition, our ability to withstand competitive pressures and to react to changes in our industry could be impaired. The lenders who hold our debt could also accelerate amounts due in the event that we default, which could potentially trigger a default or acceleration of the maturity of our other debt.

We will incur significant costs in connection with the separation and distribution, which may adversely affect our financial condition and results of operations.

Prior to the distribution, we will make a $[—] cash distribution to DuPont, funded primarily by third-party indebtedness that we will incur prior to the date of the distribution and with respect to which we expect to make ongoing principal and interest payments during the term of such indebtedness. We also expect to incur certain ongoing costs associated with operating as an independent, publicly traded company. The ongoing costs of the separation may adversely impact our profitability, financial condition and results of operations. See also page 46 for a discussion of Pro Forma Combined Financial Statements and Note 2 of the Combined Financial Statements on page F-7 for additional information regarding the separation and our anticipated costs to operate as an independent, publicly traded company.

Restrictions under the Intellectual Property Cross-License Agreement could limit our ability to develop and commercialize certain products and/or prosecute, maintain and enforce certain intellectual property.

We are dependent to a certain extent on DuPont to prosecute, maintain and enforce certain of the intellectual property licensed under the Intellectual Property Cross-License Agreement. Specifically, DuPont will be responsible for filing, prosecuting and maintaining patents that DuPont licenses to us. DuPont also has the first right to enforce such patents trade secrets and the know-how licensed to us by DuPont. If DuPont fails to fulfill its obligations or chooses to not enforce the licensed patents, trade secrets or know-how under the Intellectual Property Cross-License Agreement, we may not be able to prevent competitors from making, using and selling competitive products (unless we are able to effectively exercise our secondary rights to enforce such patents, trade secrets and know-how).

In addition, our restrictions under the Intellectual Property Cross-License Agreement could limit our ability to develop and commercialize certain products. For example, the licenses granted to us under the agreement may not extend to all new products, services and businesses that we may in the future decide to enter into. These limitations and restrictions may make it more difficult, time consuming or expensive for us to develop and commercialize certain new products and services, or may result in certain of our products or services being later to market than those of our competitors.

Certain of the contracts to be transferred or assigned to us contain provisions requiring the consent of a third party in connection with the transactions contemplated by the distribution. If such consent is not given, we may not be entitled to the benefit of such contracts in the future.

Certain of the contracts to be transferred or assigned to us in connection with the separation and distribution and the internal transactions described below in this information statement contain provisions that require the consent of a third party to the internal transactions, the distribution or both. If we are unable to obtain such consents on commercially reasonable and satisfactory terms, our ability to obtain the benefit of such contracts in the future may be impaired.

Our customers, prospective customers, suppliers or other companies with whom we conduct business may need assurances that our financial stability on a stand-alone basis is sufficient to satisfy their requirements for doing or continuing to do business with them.

Some of our customers, prospective customers, suppliers or other companies with whom we conduct business may need assurances that our financial stability on a stand-alone basis is sufficient to satisfy their requirements for doing or continuing to do business with them, and may require us to provide additional credit support, such as letters of credit or other financial guarantees. Any failure of parties to be satisfied with our financial stability could have a material adverse effect on our business, financial condition, results of operations and cash flows.

In connection with our separation we will assume, and indemnify DuPont for, certain liabilities. If we are required to make payments pursuant to these indemnities to DuPont, we may need to divert cash to meet those obligations and our financial results could be negatively impacted. In addition, DuPont may indemnify us for certain liabilities. The DuPont indemnity may not be sufficient to insure us against the full amount of liabilities for which it will be allocated responsibility, and DuPont may not be able to satisfy its indemnification obligations in the future.

Pursuant to the Separation Agreement, the Employee Matters Agreement and the Tax Matters Agreement with DuPont, we will agree to assume, and indemnify DuPont for, certain liabilities for uncapped amounts, which may include, among other items, associated defense costs, settlement amounts and judgments, as discussed further in “Our Relationship With DuPont Following the Distribution” and “Financial Statements — Notes to the Combined Financial Statements.” Payments pursuant to these indemnities may be significant and could negatively impact our business, particularly indemnities relating to our actions that could impact the tax-free nature of the distribution. Third parties could also seek to hold us responsible for any of the liabilities of the DuPont Business. DuPont will agree to indemnify us for such liabilities, but such indemnity from DuPont may not be sufficient to protect us against the full amount of such liabilities, and DuPont may not be able to fully satisfy its indemnification obligations. Moreover, even if we ultimately succeed in recovering from DuPont any amounts for which we are held liable, we may be temporarily required to bear these losses ourselves. Each of these risks could negatively affect our business, financial condition, results of operations and cash flows.

Risks Related to Our Common Stock

We cannot be certain that an active trading market for our common stock will develop or be sustained after the distribution, and following the distribution, our stock price may fluctuate significantly.

A public market for our common stock does not currently exist. We anticipate that on or prior to the record date for the distribution, trading of shares of our common stock will begin on a “when-issued” basis and will continue through the distribution date. However, we cannot guarantee that an active trading market will develop or be sustained for our common stock after the distribution. If an active trading market does not develop, you may have difficulty selling your shares of common stock at an attractive price, or at all. In addition, we cannot predict the prices at which shares of our common stock may trade after the distribution.

Similarly, DuPont cannot predict the effect of the distribution on the trading prices of its common stock. After the distribution, DuPont common stock will continue to be listed and traded on the NYSE under the symbol

"DD." Subject to the consummation of the distribution, we expect our common stock to be listed and traded on the NYSE under the symbol "CC." The combined trading prices of DuPont common stock and our common stock after the distribution, as adjusted for any changes in the combined capitalization of these companies, may not be equal to or greater than the trading price of DuPont common stock prior to the distribution. Until the market has fully evaluated the business of DuPont without our businesses, or fully evaluated us, the price at which DuPont's or our common stock trades may fluctuate significantly.

The market price of our common stock may fluctuate significantly due to a number of factors, some of which may be beyond our control, including:

- our business profile and market capitalization may not fit the investment objectives of DuPont's current stockholders, causing a shift in our initial investor base, and our common stock may not be included in some indices in which DuPont common stock is included, causing certain holders to be mandated to sell their shares of our common stock;
- our quarterly or annual earnings, or those of other companies in our industry;
- the failure of securities analysts to cover our common stock after the distribution;
- actual or anticipated fluctuations in our operating results;
- changes in earnings estimates by securities analysts or our ability to meet those estimates or our earnings guidance;
- the operating and stock price performance of other comparable companies;
- overall market fluctuations and domestic and worldwide economic conditions; and
- other factors described in these "Risk Factors" and elsewhere in this information statement.

Stock markets in general have experienced volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations may adversely affect the trading price of our common stock.

A number of shares of our common stock are or will be eligible for future sale, which may cause our stock price to decline.

Any sales of substantial amounts of shares of our common stock in the public market or the perception that such sales might occur, in connection with the distribution or otherwise, may cause the market price of our common stock to decline. Upon completion of the distribution, we expect that we will have an aggregate of approximately [—] shares of our common stock issued and outstanding. These shares will be freely tradable without restriction or further registration under the U.S. Securities Act of 1933, as amended (the Securities Act), unless the shares are owned by one of our "affiliates," as that term is defined in Rule 405 under the Securities Act.

We are unable to predict whether large amounts of our common stock will be sold in the open market following the distribution. We are also unable to predict whether a sufficient number of buyers would be in the market at that time. In this regard, a portion of DuPont common stock is held by index funds tied to stock indices. If we are not included in these indices at the time of distribution, these index funds may be required to sell our common stock.

We cannot guarantee the timing, amount, or payment of dividends on our common stock in the future.

Prior to the distribution, while we are a wholly-owned subsidiary of DuPont, our board of directors, consisting of DuPont employees, intends to declare a dividend of an aggregate amount of $100 million in total for the third quarter of 2015, to be paid to our stockholders as of a record date following the distribution. Following the distribution, we expect to continue to pay regular quarterly dividends in an aggregate amount of $100 million, with an aggregate annual dividend of approximately $400 million. The declaration, payment and amount of any subsequent dividend will be subject to the sole discretion of our post-distribution, independent board of directors

and will depend upon many factors, including our financial condition and prospects, our capital requirements and access to capital markets, covenants associated with certain of our debt obligations, legal requirements and other factors that our board of directors may deem relevant, and there can be no assurances that we will continue to pay a dividend in the future. For more information, see the section entitled “Dividend Policy.”

Your percentage of ownership in us may be diluted in the future.

Your percentage ownership in us may be diluted because of equity issuances for acquisitions, capital market transactions or otherwise, including, without limitation, equity awards that we may be granting to our directors, officers and employees. Our employees may have options to purchase shares of our common stock after the distribution as a result of conversion of their DuPont stock options (in whole or in part) to our stock options.

In addition, our amended and restated certificate of incorporation will authorize us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designation, powers, preferences and relative, participating, optional and other special rights, including preferences over our common stock with respect to dividends and distributions, as our board of directors generally may determine. The terms of one or more classes or series of preferred stock could dilute the voting power or reduce the value of our common stock. For example, we could grant the holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we could assign to holders of preferred stock could affect the residual value of our common stock. See the section entitled “Description of Our Capital Stock.”

Certain provisions in our amended and restated certificate of incorporation and amended and restated by-laws, and of Delaware law, may prevent or delay an acquisition of us, which could decrease the trading price of the common stock.

Our amended and restated certificate of incorporation and amended and restated by-laws will contain, and Delaware law contains, provisions that are intended to deter coercive takeover practices and inadequate takeover bids by making such practices or bids unacceptably expensive to the bidder and to encourage prospective acquirers to negotiate with our board of directors rather than to attempt a hostile takeover. These provisions include, among others:

- the inability of our stockholders to act by written consent;
- the limited ability of our stockholders to call a special meeting;
- rules regarding how stockholders may present proposals or nominate directors for election at stockholder meetings;
- the right of our board of directors to issue preferred stock without stockholder approval;
- the division of our board of directors into three approximately equal classes of directors, with each class serving a staggered three-year term, which will result in, under Delaware law, stockholders only being permitted to remove directors for cause;
- the ability of our directors, and not stockholders, to fill vacancies (including those resulting from an enlargement of the board of directors) on our board of directors; and
- the requirement that stockholders holding at least 80 percent of our voting stock are required to amend certain provisions in our amended and restated certificate of incorporation and our amended and restated by-laws.

In addition, following the distribution, we will be subject to Section 203 of the Delaware General Corporations Law (the DGCL). Section 203 provides that, subject to limited exceptions, persons that (without prior board approval) acquire, or are affiliated with a person that acquires, more than 15 percent of the outstanding voting

stock of a Delaware corporation shall not engage in any business combination with that corporation, including by merger, consolidation or acquisitions of additional shares, for a three-year period following the date on which that person or its affiliate becomes the holder of more than 15 percent of the corporation's outstanding voting stock.

We believe these provisions will protect our stockholders from coercive or otherwise unfair takeover tactics by requiring potential acquirers to negotiate with our board of directors and by providing our board of directors with more time to assess any acquisition proposal. These provisions are not intended to make us immune from takeovers. However, these provisions will apply even if an acquisition proposal or offer may be considered beneficial by some stockholders and could delay or prevent an acquisition that our board of directors determines is not in our best interests and our stockholders'. These provisions may also prevent or discourage attempts to remove and replace incumbent directors.

Several of the agreements that we have entered into with DuPont require DuPont's consent to any assignment by us of our rights and obligations, or a change of control of us, under the agreements. The consent rights set forth in these agreements might discourage, delay or prevent a change of control that you may consider favorable. See the sections entitled "Our Relationship with DuPont Following the Distribution" and "Description of Our Capital Stock" for a more detailed description of these agreements and provisions.

In addition, an acquisition or further issuance of our stock could trigger the application of Section 355(e) of the Code. For a discussion of Section 355(e), see the section entitled "Material U.S. Federal Income Tax Consequences of the Distribution." Under the Tax Matters Agreement, we would be required to indemnify DuPont for the tax imposed under Section 355(e) of the Code resulting from an acquisition or issuance of its stock, even if it did not participate in or otherwise facilitate the acquisition, and this indemnity obligation might discourage, delay or prevent a change of control that you may consider favorable.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This information statement and other materials DuPont and Chemours have filed or will file with the SEC contain, or will contain, certain statements regarding business strategies, market potential, future financial performance, future action, results and other matters which are "forward-looking" statements within the meaning of the Securities Exchange Act of 1934, as amended (the Exchange Act), and the Private Securities Litigation Reform Act of 1995. The words "believe," "expect," "anticipate," "project," "estimate," "budget," "continue," "could," "intend," "may," "plan," "potential," "predict," "seek," "should," "will," "would," "objective," "forecast," "goal," "guidance," "outlook," "effort," "target" and similar expressions, among others, generally identify forward-looking statements, which speak only as of the date the statements were made. Additionally, forward-looking statements include, but are not limited to:

- Chemours' expectations as to future sales of products;
- Chemours' ability to protect its intellectual property in the United States and abroad;
- Chemours' estimates regarding its capital requirements and its needs for additional financing;
- Chemours' estimates of its expenses, future revenues and profitability;
- Chemours' estimates of the size of the markets for its products and services;
- Chemours' expectations related to the rate and degree of market acceptance of its products;
- The outcome of certain Chemours contingencies, such as litigation and environmental matters; and
- Chemours' estimates of the success of other competing technologies that may become available.

In particular, information included under the sections entitled "Information Statement Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business," and "The Distribution" contains forward-looking statements. The matters discussed in these forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those projected, anticipated or implied in the forward-looking statements. These factors include, but are not limited to, fluctuations in energy and raw material prices; failure to develop and market new products and optimally manage product life cycles; significant litigation and environmental matters; failure to appropriately manage process safety and product stewardship issues; changes in laws and regulations or political conditions; global economic and capital markets conditions, such as inflation, interest and currency exchange rates; business or supply disruptions; security threats, such as acts of sabotage, terrorism or war, weather events and natural disasters; ability to protect, defend and enforce Chemours' intellectual property rights; increased competition; increasing consolidation of our core customers; changes in relationships with our significant customers and suppliers; unanticipated expenses such as litigation or legal settlement expenses; unanticipated business disruptions; our ability to predict, identify and interpret changes in consumer preferences and demand; our ability to realize the expected benefits of the separation; our ability to complete proposed divestitures or acquisitions; our ability to realize the expected benefits of acquisitions if they are completed; uncertainty regarding the availability of financing to us in the future and the terms of such financing; and disruptions in our information technology networks and systems. Additionally, there may be other risks and uncertainties that we are unable to identify at this time or that we do not currently expect to have a material impact on our business.

Where, in any forward-looking statement, an expectation or belief as to future results or events is expressed, such expectation or belief is based on the current plans and expectations of management and expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished. Factors that could cause actual results or events to differ materially from those anticipated include the matters described under the sections entitled "Risk Factors," "Business" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." DuPont and Chemours disclaim and do not undertake any obligation to update or revise any forward-looking statement, except as required by applicable law.

THE DISTRIBUTION

Background of the Distribution

On October 24, 2013, DuPont announced its intention to separate its Performance Chemicals segment through a pro rata distribution of Chemours common stock to stockholders of DuPont. The distribution is intended to be generally tax free for U.S. federal income tax purposes.

In furtherance of this plan, on [—], 2015, DuPont's board of directors approved the distribution of all of the issued and outstanding shares of Chemours common stock on the basis of [—] share[s] of Chemours common stock for each share of DuPont common stock issued and outstanding on [—], 2015, the record date for the distribution. As a result of the distribution, Chemours and DuPont will become two independent, publicly traded companies.

On July 1, 2015, the anticipated distribution date pending final approval from DuPont's board of directors, each DuPont stockholder will receive [—] share[s] of Chemours common stock for each share of DuPont common stock held at the close of business on the record date, as described below. You will receive cash in lieu of any fractional shares of Chemours common stock that you would have received as a result of the application of the distribution ratio. You will not be required to make any payment, surrender or exchange your DuPont common stock or take any other action to receive your shares of Chemours common stock in the distribution.

The distribution of Chemours common stock as described in this information statement is subject to the satisfaction or waiver of certain conditions. For a more detailed description of these conditions, see this section under " — Conditions to the Distribution."

Reasons for the Separation and Distribution

DuPont's board of directors determined that the separation and distribution of the Chemours business from the DuPont Business would be in the best interests of DuPont and its stockholders and approved the plan of separation. A wide variety of factors were considered by DuPont's board of directors in evaluating the separation and distribution. Among other things, DuPont's board of directors considered the following potential benefits of the separation and distribution:

- *Closer alignment of DuPont's businesses with its evolving strategic direction* — DuPont's overall mission is to bring world-class science and engineering to the global marketplace in the form of innovative products, materials and services. Increasingly, DuPont's strategic direction and business model is focused on advancing the company's integrated capabilities in biology, chemistry and materials science to further strengthen its industry-leading positions across three strategic priorities: agriculture and nutrition, advanced materials and biobased industrials. DuPont is focused on high potential commercial opportunities in secular growth markets in food, energy, and protection where the company's innovation, global scale and efficient execution have the potential to create valuable new outcomes. In addition, the Performance Chemicals Segment is highly cyclical and its performance is volatile as compared to DuPont's other businesses. Its leading businesses in Titanium Technologies and Fluoroproducts, and Chemical Solutions, well-established positions in attractive markets, and cash flow generation will be better positioned as an independent company. The separation and distribution will allow DuPont to continue its transformation into a higher growth, less cyclical company, resulting in greater value creation for its shareholders.
- *Direct Access to Capital Markets* — The distribution will create an independent equity and debt structure that will afford Chemours direct access to capital markets from what is expected to be a deep pool of investors that target companies in Chemours' industry and/or with its credit profile and facilitate the ability to capitalize on its unique growth opportunities.

Neither DuPont nor Chemours can assure you that, following the separation and distribution, any of the benefits described above or otherwise will be realized to the extent anticipated or at all.

DuPont's board of directors also considered a number of potentially negative factors in evaluating the separation and distribution, including the following factors impacting Chemours:

- *Loss of synergies and joint purchasing power and increased costs* — As a current part of DuPont, Chemours takes advantage of DuPont's size and purchasing power in procuring certain goods and services. After the separation and distribution, as a separate, independent entity, Chemours may be unable to obtain these goods, services, and technologies at prices or on terms as favorable as those DuPont obtained prior to the separation and distribution. Chemours will also incur costs for certain functions previously performed by DuPont, such as accounting, tax, legal, human resources, and other general and administrative functions, that may be higher than the amounts reflected in Chemours' historical financial statements, which could cause Chemours' profitability to decrease.
- *Disruptions to the business as a result of the separation* — The actions required to separate DuPont's and Chemours' respective businesses could disrupt Chemours' operations.
- *Increased significance of certain costs and liabilities* — Certain costs and liabilities that were otherwise less significant to DuPont as a whole will be more significant for Chemours as a stand-alone company.
- *One-time costs of the separation and distribution* — Chemours will incur costs in connection with the transition to being a stand-alone public company that will include establishment of accounting, tax, legal, and other professional services costs, recruiting and relocation costs associated with hiring key senior management personnel new to Chemours, and costs to separate information systems.
- *Inability to realize anticipated benefits of the separation and distribution* — Chemours may not achieve the anticipated benefits of the separation and distribution for a variety of reasons, including, among others: (a) the separation and distribution will require significant amounts of management's time and effort, which may divert management's attention from operating and growing the Chemours business; (b) following the separation and distribution, Chemours may be more susceptible to market fluctuations and other events particular to one or more of Chemours' products than if it were still a part of DuPont; and (c) following the separation and distribution, the Chemours business will be less diversified than DuPont's business prior to the separation and distribution.

DuPont's board of directors concluded that the potential benefits of the separation and distribution outweighed these factors. However, neither DuPont nor Chemours can assure you that, following the separation and distribution, any of the benefits described above or otherwise will be realized to the extent anticipated or at all.

Formation of a Holding Company Prior to the Distribution

In connection with and prior to the distribution, Chemours was organized by DuPont in the state of Delaware on February 18, 2014 as Performance Operations, LLC, for the purpose of transferring to Chemours assets and liabilities, including any entities holding assets and liabilities, associated with certain of DuPont's Performance Chemicals segment. Chemours changed its name to The Chemours Company, LLC on April 15, 2014. The Chemours Company, LLC had nominal operations during the period from February 18, 2014 through December 31, 2014. In accordance with the separation and distribution, actions will have been taken so as at the time immediately prior to the distribution, Chemours will have been converted from a limited liability company to a Delaware corporation.

The Number of Shares of Chemours Common Stock You Will Receive

For each share of DuPont common stock that you own at the close of business on [—], 2015, the record date, you will receive [—] share[s] of Chemours common stock on the distribution date. DuPont will not distribute any fractional shares of Chemours common stock to its stockholders. Instead, if you are a registered holder, the distribution agent will aggregate fractional shares into whole shares, sell the whole shares in the open market at prevailing market prices and distribute the aggregate cash proceeds (net of discounts and commissions) of the sales pro rata (based on the fractional share such holder would otherwise have been entitled to receive) to each

holder who otherwise would have been entitled to receive a fractional share in the distribution. The distribution agent, in its sole discretion, without any influence by DuPont or Chemours, will determine when, how, through which broker-dealer and at what price to sell the whole shares. Any broker-dealer used by the transfer agent will not be an affiliate of either DuPont or Chemours. Neither Chemours nor DuPont will be able to guarantee any minimum sale price in connection with the sale of these shares. Recipients of cash in lieu of fractional shares will not be entitled to any interest on the amounts of payment made in lieu of fractional shares.

The aggregate net cash proceeds of these sales will be taxable for U.S. federal income tax purposes. See the section entitled "Material U.S. Federal Income Tax Consequences of the Distribution" for an explanation of the material U.S. federal income tax consequences of the distribution. If you hold physical certificates for DuPont common stock and are the registered holder, you will receive a check from the distribution agent in an amount equal to your pro rata share of the aggregate net cash proceeds of the sales. Chemours estimates that it will take approximately two weeks from the distribution date for the distribution agent to complete the distributions of the aggregate net cash proceeds. If you hold your DuPont common stock through a bank or brokerage firm, your bank or brokerage firm will receive, on your behalf, your pro rata share of the aggregate net cash proceeds of the sales and will electronically credit your account for your share of such proceeds.

When and How You Will Receive the Distribution

With the assistance of the distribution agent, pending final approval from DuPont's board of directors, the distribution of Chemours common stock is expected to occur on July 1, 2015, the distribution date, to all holders of outstanding DuPont common stock on [—], 2015, the record date. [—] will serve as the distribution agent in connection with the distribution, and [—] will serve as the transfer agent and registrar for Chemours common stock. DuPont stockholders will receive cash in lieu of any fractional shares of Chemours common stock which they would have been entitled to receive.

If you own DuPont common stock as of the close of business on the record date, Chemours common stock that you are entitled to receive in the distribution will be issued electronically, as of the distribution date, to you or to your bank or brokerage firm on your behalf in direct registration or book-entry form. If you are a registered holder, the distribution agent or the transfer agent will then mail you a direct registration account statement that reflects your shares of Chemours common stock. If you hold your shares through a bank or brokerage firm, your bank or brokerage firm will credit your account for the shares. "Direct registration form" refers to a method of recording share ownership when no physical share certificates are issued to stockholders, as is the case in this distribution. Commencing on or shortly after the distribution date, if you hold physical share certificates that represent your DuPont common stock and you are the registered holder of the shares represented by those certificates, the distribution agent will mail to you an account statement that indicates the number of shares of Chemours common stock that have been registered in book-entry form in your name. If you sell DuPont common stock in the "regular-way" market up to and including the distribution date, you will be selling your right to receive shares of Chemours common stock in the distribution.

Most DuPont stockholders hold their common stock through a bank or brokerage firm. In such cases, the bank or brokerage firm would be said to hold the shares in "street name" and ownership would be recorded on the bank or brokerage firm's books. If you hold your DuPont common stock through a bank or brokerage firm, your bank or brokerage firm will credit your account for the Chemours common stock that you are entitled to receive in the distribution, and the distribution agent will mail you a check for any cash in lieu of fractional shares you are entitled to receive. If you have any questions concerning the mechanics of having shares held in "street name," please contact your bank or brokerage firm.

Transferability of Shares You Receive

Shares of Chemours common stock distributed to holders in connection with the distribution will be transferable without registration under the Securities Act, except for shares received by persons who may be deemed to be

Chemours affiliates. Persons who may be deemed to be Chemours' affiliates after the distribution generally include individuals or entities that control, are controlled by or are under common control with Chemours, which may include certain of Chemours executive officers, directors or principal stockholders. Securities held by Chemours affiliates will be subject to resale restrictions under the Securities Act. Chemours affiliates will be permitted to sell shares of Chemours common stock only pursuant to an effective registration statement or an exemption from the registration requirements of the Securities Act, such as the exemption afforded by Rule 144 under the Securities Act.

Results of the Distribution

After its separation from DuPont, Chemours will be an independent, publicly traded company. The actual number of shares to be distributed will be determined on [—], 2015, the record date for the distribution, and will reflect any exercise of DuPont options between the date the DuPont board of directors declares the distribution and the record date for the distribution. The distribution will not affect the number of outstanding DuPont common stock or any rights of DuPont's stockholders. DuPont will not distribute any fractional shares of Chemours common stock.

Before the distribution, Chemours will enter into a Separation Agreement and other agreements with DuPont to effect the separation and provide a framework for Chemours relationship with DuPont after the separation and distribution. These agreements will provide for the allocation between DuPont and Chemours of DuPont's assets, liabilities and obligations (including employee benefits, intellectual property, and tax-related assets and liabilities) attributable to periods prior to, at and after Chemours' separation from DuPont and will govern certain relationships between DuPont and Chemours after the separation and distribution. For a more detailed description of these agreements, see the section entitled "Our Relationship with DuPont Following the Distribution."

Market for Chemours common stock

There is currently no public trading market for Chemours common stock. Chemours intends to apply to list its common stock on the NYSE under the symbol "CC." Chemours has not and will not set the initial price of its common stock. The initial price will be established by the public markets.

Chemours cannot predict the price at which its common stock will trade after the distribution. In fact, the combined trading prices, after the distribution, of the shares of Chemours common stock that each DuPont stockholder will receive in the distribution and DuPont common stock held at the record date may not equal the "regular-way" trading price of a share of DuPont common stock immediately prior to the distribution. The price at which Chemours common stock trades may fluctuate significantly, particularly until an orderly public market develops. Trading prices for Chemours common stock will be determined in the public markets and may be influenced by many factors. See the section entitled "Risk Factors — Risks Related to Our Common Stock."

Trading Between the Record Date and Distribution Date

Beginning on or shortly before the record date and continuing up to and including through the distribution date, DuPont expects that there will be two markets in DuPont common stock: a "regular-way" market and an "ex- distribution" market. Shares of DuPont common stock that trade on the "regular-way" market will trade with an entitlement to Chemours common stock distributed pursuant to the separation. Shares of DuPont common stock that trade on the "ex-distribution" market will trade without an entitlement to Chemours common stock distributed pursuant to the distribution. Therefore, if you sell DuPont common stock in the "regular-way" market up to and including through the distribution date, you will be selling your right to receive Chemours common stock in the distribution. If you own DuPont common stock at the close of business on the record date and sell those shares on the "ex-distribution" market up to and including through the distribution date, you will receive the shares of Chemours common stock that you are entitled to receive pursuant to your ownership as of the record date of DuPont common stock.

Furthermore, we anticipate that trading in our common stock will begin on a "when-issued" basis as early as [—] trading days prior to the record date for the distribution and will continue up to and including the distribution date. "When-issued" trading in the context of a separation refers to a sale or purchase made conditionally on or before the distribution date because the securities of the separated entity have not yet been distributed. The "when-issued" trading market will be a market for Chemours common stock that will be distributed to holders of DuPont common stock on the distribution date. If you owned DuPont common stock at the close of business on the record date, you would be entitled to Chemours common stock distributed pursuant to the distribution. You may trade this entitlement to shares of Chemours common stock, without DuPont common stock you own, on the "when-issued" market. On the first trading day following the distribution date, "when-issued" trading with respect to Chemours common stock will end, and "regular-way" trading will begin.

Conditions to the Distribution

Chemours expects that the distribution will be effective on July 1, 2015, the distribution date, provided that, among other conditions described in this information statement, the following conditions shall have been satisfied or waived by DuPont:

- the making of a $[—] cash distribution from Chemours to DuPont prior to the distribution, and the determination by DuPont in its sole discretion that following the separation and distribution it shall have no further liability or obligation whatsoever under any financing arrangements that Chemours will be entering into in connection with the separation;
- the SEC having declared effective the registration statement, of which this information statement forms a part, no stop order relating to the registration statement being in effect, nor any proceeding seeking such stop order being pending, and the information statement having been distributed to DuPont's stockholders;
- Chemours common stock having been approved and accepted for listing by the NYSE, subject to official notice of issuance;
- DuPont has received the IRS Ruling from the IRS substantially to the effect that, among other things, the distribution of our ordinary shares, together with certain related transactions, will qualify under Sections 355 and 368(a) of the Code, with the result that DuPont and DuPont's stockholders will not recognize any taxable income, gain or loss for U.S. federal income tax purposes as a result of the distribution, except to the extent of cash received in lieu of fractional shares. As a condition to the distribution, the IRS Ruling must remain in effect as of the distribution date. In addition, the distribution is conditioned on the receipt of the Tax Opinion, in form and substance acceptable to DuPont, substantially to the effect that certain requirements, including certain requirements that the IRS will not rule on, necessary to obtain tax-free treatment, have been satisfied. See "Material U.S. Federal Income Tax Consequences of the Distribution";
- the receipt of an opinion from an independent appraisal firm to the board of directors of DuPont confirming the solvency of each of DuPont and Chemours after the distribution that is in form and substance acceptable to DuPont in its sole discretion;
- all permits, registrations and consents required under the securities or blue sky laws of states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the distribution having been received;
- no order, injunction, or decree issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the separation, distribution or any of the related transactions being in effect;
- the reorganization of DuPont and Chemours businesses prior to the separation and distribution having been effectuated;

- the approval by the board of directors of DuPont of the distribution and all related transactions (and such approval not having been withdrawn);
- DuPont's election of the individuals to be listed as members of our board of directors post-distribution, as described in this information statement, immediately prior to the distribution date;
- Chemours having entered into certain agreements in connection with the separation and distribution and certain financing arrangements prior to or concurrent with the separation; and
- no events or developments shall have occurred or exist that, in the sole and absolute judgment of DuPont's board of directors, make it inadvisable to effect the distribution or would result in the distribution and related transactions not being in the best interest of DuPont or its stockholders.

The fulfillment of the foregoing conditions does not create any obligations on DuPont's part to effect the distribution, and DuPont's board of directors has reserved the right, in its sole discretion, to amend, modify or abandon the distribution and related transactions at any time prior to the distribution date. DuPont has informed us that, to the extent the board of directors of DuPont determines to waive, or take any action to amend or modify, any condition in a manner that is material or abandon the distribution, DuPont will issue a press release publicly announcing any such decision.

DuPont Preferred Stock

If you are a holder of shares of DuPont preferred stock, without par value-cumulative, Series $4.50 or DuPont preferred stock, without par value-cumulative, Series $3.50 (collectively, the DuPont Preferred Stock), you will retain your DuPont Preferred Stock and will not have the right to receive any of our common stock as a dividend with respect to such holdings as a result of the distribution.

Regulatory Approvals

Chemours must complete the necessary registration under U.S. federal securities laws of Chemours common stock, as well as the applicable NYSE listing requirements for such shares.

Other than the requirements discussed above, we do not believe that any other material governmental or regulatory filings or approvals will be necessary to consummate the distribution.

No Appraisal Rights

DuPont's stockholders will not have any appraisal rights in connection with the distribution.

Reasons for Furnishing this Information Statement

We are furnishing this information statement solely to provide information to DuPont's stockholders who will receive shares of our common stock in the distribution. You should not construe this information statement as an inducement or encouragement to buy, hold or sell any of our securities or any securities of DuPont. We believe that the information contained in this information statement is accurate as of the date set forth on the cover. Changes to the information contained in this information statement may occur after that date, and neither DuPont nor we undertake any obligation to update the information except in the normal course of DuPont's and our public disclosure obligations and practices.

DIVIDEND POLICY

Following the distribution, we expect to pay regular dividends. Prior to the distribution, while we are a wholly-owned subsidiary of DuPont, our board of directors, consisting of DuPont employees, intends to declare a dividend of an aggregate amount of $100 million in total for the third quarter of 2015, to be paid to our stockholders as of a record date following the distribution. Following the distribution, we expect to continue to pay regular quarterly dividends in an aggregate amount of $100 million, with an aggregate annual dividend of approximately $400 million.

The declaration, payment and amount of any subsequent dividend will be subject to the sole discretion of our post-distribution, independent board of directors and will depend upon many factors, including our financial condition and prospects, our capital requirements and access to capital markets, covenants associated with certain of our debt obligations, legal requirements and other factors that our board of directors may deem relevant, and there can be no assurances that we will continue to pay a dividend in the future. There can also be no assurance that the combined annual dividends on DuPont common stock and our common stock after the distribution, if any, will be equal to the annual dividends on DuPont common stock prior to the distribution.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of [—], 2014, on a historical and on a pro forma basis to give effect to the separation and distribution and the transactions related to the separation and distribution as if they occurred on [—], 2014. Explanation of the pro forma adjustments made to our historical combined financial statements can be found under "Unaudited Pro Forma Combined Financial Statements." The following table should be reviewed in conjunction with "Unaudited Pro Forma Combined Financial Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical combined financial statements and accompanying notes included elsewhere in this information statement.

	As of [—], 2014 (dollars in millions)	
	Historical	Pro Forma
Cash and cash equivalents:	$ —	
Debt, including current and long-term:		
Current debt	$ —	
Long-term debt	—	
Total debt	$ —	
Equity:		
Common stock, par value $0.01	$ —	
Additional paid-in capital	—	
DuPont Company Net Investment and noncontrolling interests	—	
Total Equity	$ —	
Total Capitalization	$ —	

We have not yet finalized our post-distribution capitalization. We will have cash on hand in an amount to be determined at or prior to the time of the distribution. We expect that, at the time of distribution, we will have significant third-party indebtedness, which we expect to incur through a bond offering, term loans or a combination of these and other financing arrangements. We intend to update our financial information to reflect our post-distribution capitalization in an amendment to this information statement.

UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

The following Unaudited Pro Forma Combined Financial Statements are derived from the historical combined financial statements of Chemours, prepared in accordance with U.S. generally accepted accounting principles, which are included elsewhere in this information statement.

The Unaudited Pro Forma Combined Income Statement for the fiscal year ended December 31, 2014 gives effect to the distribution as if it had occurred on January 1, the first day of fiscal year 2014. The Unaudited Pro Forma Combined Balance Sheet as of December 31, 2014 gives effect to the distribution as if it had occurred on December 31, 2014. These Unaudited Pro Forma Combined Financial Statements include adjustments required by SEC Staff Accounting Bulletin Topic 1:B-3 and Article 11 of SEC Regulation S-X, including the following:

a. the inclusion of $4.0 billion of debt at an estimated weighted average interest rate of 5.75%;

b. the pro-rata distribution of [—] shares Chemours common stock to DuPont stockholders;

c. establishment of the cash and cash equivalents target of $200 million, as defined in the Separation Agreement;

d. the dividend, net of debt issuance costs, of approximately $4.0 billion to DuPont;

e. the assets and liabilities related to defined benefit pension and other post-retirement plans that were not included in Chemours' Audited Combined Financial Statements; and

f. the impact of the Separation Agreement, Tax Matters Agreement, Employee Matters Agreement and other commercial agreements between Chemours and DuPont.

The pro forma financial statements do not reflect all of the costs of operating as a stand-alone company, including possible higher information technology (IT), tax, accounting, treasury, legal, investor relations, and other similar expenses associated with operating as a stand-alone company. Only costs that management has determined to be factually supportable and recurring are included as pro forma adjustments. Incremental costs and expenses associated with operating as a stand-alone company, which are not reflected in the accompanying pro forma financial statements, are estimated to be in the range of approximately $[—] to $[—] before-tax annually.

Our historical combined financial statements included elsewhere in this information statement include intercompany charges for corporate shared services. After the separation and the distribution, certain services will continue to be provided by DuPont under transition services, IT transition services and site service agreements. These agreements are more fully described under "Our Relationship with DuPont Following the Distribution" included elsewhere in this information statement. The annual charges under these agreements will be comparable to the intercompany amounts currently charged by DuPont. Therefore, no pro forma adjustments have been made related to these agreements.

Subject to the terms of the Separation Agreement, DuPont will pay certain non-recurring third-party costs and expenses related to the separation. Such non-recurring amounts will include investment banker fees, outside legal and accounting fees and similar costs. After the separation, subject to the terms of the Separation Agreement, all costs and expenses related to ongoing support of a stand-alone company will be our responsibility.

Chemours
Unaudited Pro Forma Combined Income Statement
Year Ended December 31, 2014

(Dollars in millions, except for share data)	Chemours	Pro Forma Adjustments		Pro Forma
Net sales	$ 6,432			$ 6,432
Cost of goods sold	5,072	(17)	(A)	5,055
Gross profit	1,360			1,377
Selling, general and administrative expense	685	(14)	(A)	671
Research and development expense	143	(6)	(A)	137
Employee separation/asset related charges, net	21			21
Total expenses	849			829
Equity in earnings of affiliates	20			20
Interest expense	—	(230)	(J)	(230)
Other income, net	19			19
Income before income taxes	550			357
Provision (benefit) for income taxes	149	(74)	(B)	75
Net income	401			282
Less: Net income attributable to noncontrolling interests	1			1
Net income attributable to Chemours	$ 400			$ 281
Unaudited pro forma earnings per common share				
Basic (C)				[—]
Diluted (D)				[—]
Average Number of shares used in calculating unaudited pro forma earnings per common share				
Basic (C)				[—]
Diluted (D)				[—]

See Notes to Unaudited Pro Forma Combined Financial Statements.

Chemours
Unaudited Pro Forma Combined Balance Sheet
As of December 31, 2014

(Dollars in millions, except for share data)	Chemours	Pro Forma Adjustments		Pro Forma
Current assets:				
Cash and cash equivalents	$ —	200	(E)	$ 200
Accounts and notes receivable — trade, net	846			846
Inventories	1,052			1,052
Prepaid expenses and other	43			43
Deferred income taxes	21			21
Total current assets	1,962			2,162
Property, plant and equipment	9,282			9,282
Less accumulated depreciation	(5,974)			(5,974)
Net property, plant and equipment	3,308			3,308
Goodwill	198			198
Other intangibles, net	11			11
Investments in affiliates	124			124
Other assets	375	2	(G)	377
Total assets	$ 5,978			$ 6,180
Liabilities and DuPont Company Net Investment				
Current liabilities:				
Accounts payable	$ 1,046			$ 1,046
Current portion of long-term debt	—		(F)	—
Deferred income taxes	9			9
Other accrued liabilities	352	2	(G)	354
Total current liabilities	1,407			1,409
Long-term debt	—	4,000	(F)	4,000
Other liabilities	464	83	(G)	547
Deferred income taxes	434			434
Total liabilities	2,305			6,390
Equity				
DuPont Company Net Investment	3,650		(I)	3,650
Common stock, $0.01 par value; [—] shares authorized; [—] issued and outstanding on a pro forma basis	—		(H)	—
Capital in excess of par value	—	(3,826)	(I)	(3,826)
Noncontrolling interests	4			4
Accumulated other comprehensive income	19	(57)	(G)	(38)
Total equity	3,673			(210)
Total liabilities and equity	$ 5,978			$ 6,180

See Notes to Unaudited Pro Forma Combined Financial Statements.

CHEMOURS

NOTES TO UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

(A) Represents changes to employee related costs based upon the Employee Matters Agreement. Adjustment comprises a reduction in expense due to the exclusion of expenses associated with pension plans that will not be transferred to Chemours as part of the separation, as described in Note (G) below, partially offset by an increase in expense associated with an enhanced 401(k) plan immediately following the separation.

(B) Reflects the tax effects of the pro forma adjustments at the applicable statutory income tax rates in the respective jurisdictions. The effective tax rate of Chemours could be different (either higher or lower) depending on activities subsequent to the distribution. The impacts of pro forma adjustments on long-term deferred tax assets and liabilities were offset against existing long-term deferred tax assets and liabilities reflected in the Chemours' historical Combined Balance Sheet based on jurisdiction.

(C) The number of shares of Chemours common stock used to compute basic earnings per share is based on: (a) the number of shares of Chemours common stock assumed to be outstanding on the distribution date and (b) the number of shares of DuPont common stock outstanding on December 31, 2014, as applicable, assuming a distribution ratio of [—] shares of Chemours common stock for every [—] shares of DuPont common stock.

(D) The number of shares used to compute diluted earnings per share is based on the number of shares of Chemours common stock as described in Note (C) above, plus incremental shares assuming exercise of dilutive outstanding options and restricted stock awards. This calculation may not be indicative of the dilutive effect that will actually result from Chemours' stock-based awards issued in connection with the adjustment of outstanding DuPont stock-based awards or the grant of new stock-based awards. The number of dilutive shares of common stock underlying Chemours' stock-based awards issued in connection with the adjustment of outstanding DuPont stock-based awards will not be determined until the distribution date or shortly thereafter.

(E) Reflects the establishment of the cash and cash equivalents target of $200 million, as defined in the Separation Agreement.

(F) For the purposes of preparing the unaudited pro forma combined financial information, we have assumed indebtedness totaling $4.0 billion will be incurred by Chemours in conjunction with the separation from DuPont, consisting of a senior secured term loan facility and varying maturities of senior notes. In addition, we expect that Chemours will have access to a secured revolving credit facility that will be undrawn at the time of separation. We expect $4.0 billion of proceeds, net of $[—] of debt issuance costs, to be transferred to DuPont in the form of a dividend. Debt issuance costs related to the new debt instruments of $[—] will be capitalized and amortized over the respective financing terms, and are shown as a reduction of the outstanding Long-term debt as of December 31, 2014.

(G) Reflects the addition of net benefit plan liabilities that will be transferred to Chemours by DuPont as part of the separation. This adjustment includes a $2 million adjustment to Other assets, a $2 million adjustment to Other accrued liabilities, an $83 million adjustment to Other liabilities and a $57 million adjustment to Accumulated other comprehensive income as of December 31, 2014. These net benefit plan liabilities are excluded from the Chemours' historical Combined Balance Sheet, which has been presented using the multiemployer approach. The benefit plan expenses associated with these liabilities are included in the Chemours' historical Combined Income Statement, consistent with the multiemployer approach.

(H) Reflects the pro forma recapitalization of our equity. As of the distribution date, DuPont Company Net Investment in our business will be exchanged to reflect the distribution of our shares of common stock to DuPont stockholders. DuPont stockholders will receive shares of our common stock based on an expected distribution ratio of [—] shares of Chemours common stock for every [—] shares of DuPont common stock.

(I) Represents the elimination of DuPont Company Net Investment and adjustments to capital in excess of par to reflect the following:

1. Elimination of DuPont Company Net Investment and adjustment to capital in excess of par value:

Reclassification of DuPont Company Net Investment	$ —
Establishment of cash and cash equivalents target as described in Note (E)	200
Net proceeds transferred to DuPont as described in Note (F)	(4,000)
Addition of net benefit plan assets and liabilities described in Note (G)	(26)
Total DuPont Company Net Investment/Shareholders' Equity	(3,826)
Chemours common stock described in Note (H)	—
Total capital in excess of par value	$(3,826)

(J) Represents adjustments to interest expense and amortization of debt issuance costs related to approximately $4.0 billion of debt that we expect to incur as described in Note (F), based on an assumed weighted-average interest rate of 5.75%. Interest expense may be higher or lower if our actual interest rate or credit ratings change. A change in assumed interest rates of 12.5 basis points would change the pro forma annual interest expense by $4.4 million.

SELECTED HISTORICAL CONDENSED COMBINED FINANCIAL DATA

The following table presents Chemours' selected historical condensed combined financial data. The selected historical condensed combined financial data as of December 31, 2014, 2013 and 2012, and for the years ended December 31, 2014, 2013 and 2012 are derived from audited information contained in Chemours' annual Combined Financial Statements included elsewhere in this Information Statement. The selected historical condensed combined financial data as of and for the years ended December 31, 2011 and 2010, are derived from Chemours' unaudited Combined Financial Statements that are not included in this Information Statement.

The selected historical condensed combined financial data include certain expenses of DuPont that were allocated to Chemours for certain corporate functions including information technology, research and development, finance, legal, insurance, compliance and human resources activities. These costs may not be representative of the future costs Chemours will incur as an independent, publicly traded company. In addition, Chemours' historical financial information does not reflect changes that Chemours expects to experience in the future as a result of Chemours' separation and distribution from DuPont, including changes in Chemours' cost structure, personnel needs, tax structure, capital structure, financing and business operations. Chemours' Combined Financial Statements also do not reflect the assignment of certain assets and liabilities between DuPont and Chemours as reflected under "Unaudited Pro Forma Combined Financial Statements" included elsewhere in this Information Statement. Consequently, the financial information included here may not necessarily reflect what Chemours' financial position, results of operations and cash flows would have been had it been an independent, publicly traded company during the periods presented. Accordingly, these historical results should not be relied upon as an indicator of Chemours' future performance.

For a better understanding, this section should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the "Unaudited Pro Forma Combined Financial Statements" and corresponding notes and the Combined Financial Statements and accompanying notes included elsewhere in this Information Statement.

(Dollars in millions)	Year ended December 31,				
	2014	2013	2012	2011 (Unaudited)	2010 (Unaudited)
Summary of operations:					
Net sales	$6,432	$6,859	$7,365	$ 7,972	$ 6,489
Income before income taxes	$ 550	$ 576	$1,485	$ 1,907	$ 969
Provision for income taxes on continuing operations	$ 149	$ 152	$ 427	$ 474	$ 247
Net income attributable to Chemours	$ 400	$ 423	$1,057	$ 1,431	$ 720
Financial position at year end:					
Working capital	$ 555	$ 509	$ 600	$ 593	$ 373
Total assets	$5,978	$5,621	$5,317	$ 5,257	$ 4,948
Long-term capital lease obligations	$ 1	$ 1	$ 1	$ 2	$ 2
General:					
Purchases of property, plant and equipment[1]	$ 615	$ 438	$ 432	$ 355	$ 220
Depreciation and amortization	$ 257	$ 261	$ 266	$ 272	$ 279
Employees (thousands)	9	9	9	9	9

1 Purchases of property, plant and equipment includes $11 million of purchases of property, plant and equipment included in accounts payable excluded from the Statement of Cash Flows.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The discussion and analysis presented below refer to and should be read in conjunction with our audited combined financial statements (the Combined Financial Statements) and related notes, and the unaudited pro forma combined financial statements (the Pro Forma Combined Financial Statements), each included elsewhere in this information statement. The following discussion may contain forward-looking statements that reflect our plans, estimates and beliefs. The words "believe," "expect," "anticipate," "project," and similar expressions, among others, generally identify "forward-looking statements," which speak only as of the date the statements were made. The matters discussed in these forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those set forth in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this information statement, particularly in "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Statements." We believe the assumptions underlying the Combined Financial Statements are reasonable. However, the Combined Financial Statements included herein may not necessarily reflect our results of operations, financial position and cash flows in the future or what they would have been had we been a separate, stand-alone company during the periods presented.

As explained above, except as otherwise indicated or unless the context otherwise requires, the information included in this discussion and analysis assumes the completion of all the transactions referred to in this information statement in connection with the separation and distribution. Unless the context otherwise requires, references in this information statement to "The Chemours Company," "The Chemours Company, LLC," "Chemours," "we," "us," "our" and "our company" refer to The Chemours Company and its combined subsidiaries. References in this information statement to "DuPont" refers to E. I. du Pont de Nemours and Company, a Delaware corporation, and its consolidated subsidiaries (other than Chemours and its combined subsidiaries), unless the context otherwise requires. References to "DuPont stockholders" refer to stockholders of DuPont in their capacity as holders of common stock only, unless context otherwise requires.

Introduction

Management's discussion and analysis, which we refer to in this information statement as "MD&A," of our results of operations and financial condition is provided as a supplement to the Combined Financial Statements and footnotes included elsewhere herein to help provide an understanding of our financial condition, changes in financial condition and results of our operations.

Forward-looking statements are based on certain assumptions and expectations of future events which may not be accurate or realized. Forward-looking statements also involve risks and uncertainties, many of which are beyond Chemours' control. Some of the important factors that could cause Chemours' actual results to differ materially from those projected in any such forward-looking statements are:

- Fluctuations in energy and raw material prices;
- Failure to develop and market new products and optimally manage product life cycles;
- Significant litigation and environmental matters;
- Failure to appropriately manage process safety and product stewardship issues;
- Changes in laws and regulations or political conditions;
- Global economic and capital markets conditions, such as inflation, interest and currency exchange rates, interest rates and commodity prices, as well as regulatory requirements;
- Business or supply disruptions;
- Security threats, such as acts of sabotage, terrorism or war, weather events and natural disasters;

- Ability to protect, defend and enforce Chemours' intellectual property rights;
- Increased competition;
- Increasing consolidation of our core customers;
- Changes in relationships with our significant customers and suppliers;
- Unanticipated expenses such as litigation or legal settlement expenses;
- Unanticipated business disruptions;
- Our ability to predict, identify and interpret changes in consumer preference and demand;
- Our ability to realize the expected benefits of the separation;
- Our ability to complete proposed divestitures or acquisitions, and our ability to realize the expected benefits of acquisitions if they are completed;
- Uncertainty regarding the availability of financing to us in the future and the terms of such financing; and,
- Disruptions in our information technology networks and systems.

Additionally, there may be other risks and uncertainties that we are unable to identify at this time or that we do not currently expect to have a material impact on our business. For further discussion of some of the important factors that could cause Chemours' actual results to differ materially from those projected in any such forward-looking statements, see the Risk Factors discussion beginning on page 20.

Separation and Distribution

On October 24, 2013, DuPont announced its intention to separate its Performance Chemicals segment through a pro rata distribution of Chemours common stock to stockholders of DuPont. The distribution is intended to be generally tax free for U.S. federal income tax purposes.

Chemours is currently a subsidiary of DuPont. Chemours was organized in the state of Delaware on February 18, 2014 as Performance Operations, LLC, and changed its name to The Chemours Company, LLC on April 15, 2014. In accordance with the separation and distribution, actions will have been taken so as at the time immediately prior to the distribution, Chemours will have been converted from a limited liability company to a Delaware corporation. DuPont will generally transfer to us all the assets and all the liabilities relating to the Chemours business into a separate company. DuPont stockholders will not be required to pay for shares of our common stock received in the distribution or to surrender or exchange shares of DuPont common stock in order to receive shares of our common stock or to take any other action in connection with the distribution.

We will incur costs as a result of becoming an independent, publicly traded company for transition services and from establishing or expanding the corporate support for our business, including information technology, human resources, treasury, tax, risk management, accounting and financial reporting, investor relations, governance, legal, procurement and other services. We believe our cash flows from operations will be sufficient to fund these corporation expenses.

Commencing in 2015, when the Performance Chemicals operations are legally and operationally separated within DuPont in anticipation of the spin, some of the resulting newly created Chemours foreign entities will have their local currency as the functional currency.

Overview

Chemours delivers customized solutions with a wide range of industrial and specialty chemical products for markets including plastics and coatings, refrigeration and air conditioning, general industrial, mining and oil

refining. Principal products include titanium dioxide, refrigerants, industrial fluoropolymer resins, and a portfolio of industrial chemicals including sodium cyanide, sulfuric acid and aniline. See the section titled, “Business,” included in this information statement for a detailed description of Chemours’ business and segments.

Chemours is a leading global provider of performance chemicals through three reportable segments: Titanium Technologies, Fluoroproducts and Chemical Solutions. Our performance chemicals are key inputs into products and processes in a variety of industries. Our business is globally operated with manufacturing facilities, sales centers, administrative offices, and warehouses located throughout the world. Chemours’ operations are primarily located in the United States, Canada, Mexico, Brazil, the Netherlands, Belgium, China, Taiwan, Japan, Switzerland, Singapore, Hong Kong, India, the United Kingdom, France and Sweden.

Our Titanium Technologies segment is the leading global producer of TiO_2, a premium white pigment used to deliver opacity. Titanium Technologies operates in six dedicated production facilities in the United States, Mexico and Taiwan.

Our Fluoroproducts segment is a leading global provider of fluoroproducts, such as refrigerants and industrial fluoropolymer resins. Our Fluoroproducts segment has 17 dedicated manufacturing and three contract manufacturing sites in the United States, Belgium, France, the Netherlands, Sweden and Brazil.

Our Chemical Solutions segment is a leading North American provider of industrial and specialty chemicals used in gold production, oil refining, agriculture, industrial polymers and other industries. Chemical Solutions operates in 12 dedicated sites in the United States and the United Kingdom.

In addition to the dedicated sites described above, the Company operates two production facilities that support both the Fluoroproducts and Chemical Solutions segments. Of the 40 total sites, three are currently shared with other DuPont businesses. At these sites, DuPont will continue its own manufacturing operations after separation, as well as contract manufacture for Chemours for the products currently produced by the Fluoroproducts segment at these sites.

Our position with each of these businesses reflects the strong value proposition we provide to our customers based on our long history of innovation and our reputation within the chemical industry for safety, quality and reliability.

Chemours’ manufacturing processes consume significant amounts of titanium ore, hydrocarbons and energy which are dependent on oil and natural gas pricing. The cost of these materials varies, reflecting market prices for oil and natural gas and other related inputs. Variations in cost relating to these inputs can be significant, and are described more fully in our risk factor on page 22 and in our business descriptions on page 85 for Titanium Technologies, page 93 for Fluoroproducts, and page 97 for Chemical Solutions.

Our Strategy

Continue to Drive Operational Excellence and Asset Efficiency

Operational excellence, which includes a commitment to safety, environmental stewardship and improved reliability, is key to our future success. We continually evaluate our business to identify opportunities to increase operational efficiency throughout our production facilities with a focus on maintaining operational excellence and maximizing asset efficiency. We continue to set new, stricter operational excellence targets for each of our facilities based on industry-leading benchmarks. We intend to continue focusing on increasing manufacturing efficiencies through selected capital projects, process improvements and best practices in order to lower unit costs. We will also carefully manage our portfolio, especially in our Chemical Solutions segment, and take appropriate actions to address product lines that face challenging market conditions and do not generate returns on invested capital that we believe are sufficient to create long-term shareholder value.

Focus on Cash Flow Generation

Our goal is to focus on cash flow generation and return on invested capital through the continuing optimization of our cost structure, improvement in working capital and supply chain efficiencies, and a disciplined approach to capital expenditures.

We have a proven track record of mitigating fixed cost inflation with cost saving actions and productivity improvements. We intend to continue to identify incremental cost saving opportunities based in large part on benchmarks of industry-leading performance and productivity improvements by utilizing our engineering and manufacturing technology expertise and partnerships with low cost producers. Our goal is to maintain a cost structure that positions us favorably to compete and grow. We intend to continue to upgrade our customer and product mix to increase our sales of value-added, differentiated products, thereby achieving premium pricing to improve margins and enhance cash flow.

We intend to actively manage our working capital by increasing inventory turnover and reducing finished goods and raw materials inventory without affecting our ability to deliver products to our customers. We strive to improve our supply chain efficiency by focusing on reducing both operating costs and working capital needs. Our supply chain efforts to lower operating costs have consisted of reducing procurement spending, lowering transportation and warehouse costs and optimizing production scheduling.

We remain focused on disciplined capital allocation among our segments. We plan to allocate our capital expenditures to projects required to enhance the reliability of our manufacturing operations and maintain the overall asset portfolio. This includes key maintenance and repair activities in each segment, and necessary regulatory and maintenance spending to ensure safe operations. We intend to optimize capital spending on growth projects across our various businesses based on a thorough comparison of risk-adjusted returns for each project.

Maintain Strong Customer Focus

A key component of our strategy is to produce innovative, high-performance products that offer enhanced value propositions to our customers at competitive prices. Our goal is to continually work closely with our customers to provide solutions and products that optimize their formulations and products. This market-driven product development enables us to offer a high-quality product portfolio to our customers and provides our businesses with the ability to respond quickly and efficiently to changes in market demands.

Leverage our Leadership to Drive Organic Growth

We plan to continue to capitalize on our global operations network, distribution infrastructure and technology to pursue global growth. We will focus our efforts on those geographic areas and end products that we believe offer the most attractive growth and long-term profitability prospects.

Our strategy in our Titanium Technologies segment is to continue to strengthen our leading position from both the product offering and cost perspectives in order to increase the segment’s sales and profitability. We intend to continue to position Chemours as the preferred supplier of TiO_2 worldwide by delivering the highest quality product offering to our customers coupled with superior technical expertise. We are currently expanding capacity at our Altamira, Mexico production facility, which will increase our global capacity by more than 15 percent and will be one of the lowest cost TiO_2 production lines in the world. Production at the expanded portion of the facility is scheduled to start up in mid-2016.

Our Fluoroproducts segment plans to make ongoing, selective investments to capitalize on market opportunities based on our innovation capabilities and industry dynamics. We intend to continue to leverage our fluoroproducts and process expertise to develop new high-performance, differentiated offerings and to promote industry transition towards more sustainable technologies. Specifically, our strategy is to focus on development of proprietary, high-value, sustainable specialties (for example, Opteon® YF and HFO-1336, which are designed to meet tighter regulatory standards and replace commodity HFC refrigerants or foaming agents).

Our Chemical Solutions segment intends to capitalize on potential growth opportunities in businesses in which we have strong regional positions, e.g. sulfuric acid and sodium cyanide. We plan to make selective capital investments to grow our sulfur products and sodium cyanide businesses, in which we have leading market positions in the Americas, and to take initiatives to improve profitability in the remainder of the businesses in our Chemical Solutions segment.

Deepen Our Presence in Emerging Markets

Emerging markets are a strategic priority for a number of our businesses. We are well positioned not only to leverage our strong market positions in mature but highly sophisticated markets in North America and Europe, but also to participate in the expected growth of emerging markets in Asia, Eastern Europe and Latin America. We believe that improving living standards and growth in GDP across emerging markets are combining to create increased demand for our products. We expect to capitalize on this growth opportunity by expanding our customer base and local capabilities in order to increase our market share across emerging markets, especially China. To accelerate our penetration of these markets and maintain our competitive cost position, we may develop relationships with leading local partners, especially in businesses where participation in the fast-growing Chinese market is particularly important for long-term sustainable growth. For example, we are well positioned to leverage our strong production technology in our industrial fluoropolymer resins business, where the Chinese market is expected to continue to evolve from low-end fluoropolymer applications to higher value PTFE, copolymer and fluoroelastomer products, as a result of an increasing percentage of aerospace, automotive, semiconductor, electronics and telecommunications manufacturing transitions to China.

Drive Organizational Alignment

We believe that maintaining alignment of the efforts of our employees with our overall business strategy and operational excellence goals is critical to our success. We have outstanding people and assets and, with the commitment to values of safety, customer appreciation, simplicity, collective entrepreneurship and integrity, we believe that we can maintain our competitiveness and help achieve our operational excellence and asset efficiency strategic objectives.

Our Near-Term Priorities

In the broader context of our strategic priorities as described above, as Chemours emerges as a separate, standalone public company, we have the following near-term priorities for our company:

- Achieve cost and capacity benefits of Altamira expansion
- Promote adoption of next generation refrigerants, such as HFO, as markets transition away from more mature products such as HCFC/HFC
- Continue to drive operational and functional effectiveness to achieve fixed cost and operational productivity improvements
- Given the cyclical nature of the TiO_2 market, anticipate and capture revenue growth from market cycle improvements

Successfully achieving these priorities in the near-term would enable the business to achieve longer term objectives, enhancing operating free cash flow to reduce overall leverage anticipated in connection with our separation from DuPont, in turn achieving our operational excellence and asset efficiency strategic objectives.

Our 2014 Results and Business Highlights

- ***Revenue and Business Growth –*** Titanium Technologies net sales were three percent below prior year due to lower prices and the strengthening of the US dollar, partially offset by an increase in volume. In

Fluoroproducts, segment sales were two percent below prior year primarily as a result of lower selling prices for refrigerants and industrial resins which were partially offset by higher volumes. In Chemical Solutions, 20% lower revenues were primarily the result of operational issues and the portfolio impact of a customer's election to exercise a put/call option to acquire the entire property and equipment of our Baytown facility at the end of 2013. Market performance in each of our businesses remained consistent.

- ***Productivity and Profitability Actions*** – In Titanium Technologies, cost increases for raw materials and other business related costs were more than offset by improved ore-use and cost productivity actions. Working capital improvements also contributed to savings in the year. In Fluoroproducts, a focus on productivity and next generation HFO's enabled the business to deliver lowered production costs. In Chemical Solutions, improved volumes in Cyanides and Sulfur production were slightly offset by operational issues in certain facilities and the impact of a 2013 portfolio change.
- ***Innovation, strategic actions, step-change milestones*** – In Titanium Technologies, 2014 was a key year for the continuation of our Altamira expansion. We are on track to complete the expansion by mid-2016, and we launched new TiO_2 offerings during the year. In Fluoroproducts, adoption rates for our low GWP refrigerant, Opteon® YF, continue to improve with sales to OEMs more than doubling when compared to 2013.

Analysis of Operations

	Year ended December 31,		
	2014	2013	2012
Net sales	$6,432	$6,859	$7,365
Cost of goods sold	5,072	5,395	5,014
Gross Profit	1,360	1,464	2,351
Selling, general and administrative expense	685	768	747
Research and development expense	143	164	145
Employee separation/asset related charges, net	21	2	36
Total expenses	849	934	928
Equity in earnings of affiliates	20	22	25
Other income, net	19	24	37
Income before income taxes	550	576	1,485
Provision for income taxes	149	152	427
Net income	401	424	1,058
Less: Net income attributable to noncontrolling interests	1	1	1
Net income attributable to Chemours	$ 400	$ 423	$1,057

Results

Year Ended December 31, 2014 compared to Year Ended December 31, 2013

Income before income taxes decreased five percent to $550 million primarily due to lower TiO_2 sales pricing in addition to the factors discussed below.

The table below shows combined net sales and related variance percentages for the year ended December 31, 2014 and 2013, respectively:

			Percent Change Due to:			
(Dollars in millions)	2014 Net Sales	Percentage Change vs. 2013	Local Price	Currency Effect	Volume	Portfolio / Other
Worldwide	$ 6,432	(6)%	(5)%	— %	3%	(4)%

Net sales of $6.4 billion decreased six percent primarily due to a portfolio change in the Chemical Solutions segment and lower prices principally for titanium dioxide and refrigerants. The portfolio change involved a customer's election to exercise a put/call option to acquire the entire property and equipment of the Baytown facility on December 31, 2013. Decreased selling prices for titanium dioxide were partially offset by increased volumes for Opteon® YF refrigerant.

Cost of goods sold (COGS) decreased six percent to $5.1 billion primarily as a result of a portfolio change experienced by the Chemical Solutions segment involving a customer's election to exercise a put/call option to acquire the entire property and equipment of the Baytown facility, coupled with a decrease in pension costs. The portfolio change accounted for $248 million of the decrease in COGS. The decrease in pension costs is primarily related to improved returns on pension plan assets and an increase in the discount rate. COGS as a percentage of net sales was 79 percent, consistent with the year ended December 31, 2013.

Selling, general and administrative expense decreased 11 percent to $685 million, primarily due to lower pension costs. Chemours management expects that the allocated corporate and leveraged costs in Chemours' Combined Financial Statements will approximate operating costs upon separation; however, these expenses may not be indicative of expenses that will be incurred by Chemours in future years (see Note 4 to the Combined Financial Statements for additional information).

Additionally, selling, general and administrative expense in 2013 included higher legal fees associated with titanium dioxide antitrust litigation (see Note 17 to the Combined Financial Statements for additional information).

Research and development expense decreased by $21 million, which was mainly attributable to lower pension costs.

Employee separation/asset related charges incurred during 2014 consisted primarily of charges related to the 2014 restructuring program, including $16 million for employee separation costs and $3 million for asset shut-down costs. The actions associated with this charge and all related payments are expected to be substantially complete by December 31, 2015.

Additional details related to the 2014 restructuring program discussed above can be found in Note 6 to the Combined Financial Statements.

Equity in earnings of affiliates decreased $2 million due to a reduction in net income recognized by Chemours' equity affiliates in China and Japan.

Other income, net reflects a $40 million gain on sales of assets and businesses. These gains were offset by a $35 million increase in exchange losses, driven by the strengthening of the U.S. Dollar (USD) versus the Euro and Swiss Franc in 2014, and a reduction of $7 million for leasing, contract services and miscellaneous income. Furthermore, for the year ended December 31, 2013, Chemours recognized a $7 million gain on purchase of an equity investment that did not occur in 2014.

In 2014, Chemours recorded a tax provision of $149 million, reflecting a decrease from 2013 primarily due to a decrease in earnings. The increase in the effective tax rate in 2014 compared to 2013 was primarily due to geographic mix of earnings and valuation allowance partly offset by a one-time tax benefit recognized in 2014 relating to a tax accounting method change. This tax accounting method change allowed an increase in tax basis in certain depreciable fixed assets which resulted in a net tax benefit for Chemours of $10 million in 2014.

Year Ended December 31, 2013 compared to Year Ended December 31, 2012

Income before income taxes decreased 61 percent to $576 million due to decreased sales and increased cost of goods sold. Net sales of $6.9 billion decreased seven percent driven by a 12 percent decrease related to lower selling prices, partially offset by a five percent increase in sales volume.

The table below shows 2013 combined net sales and percentage variances from 2012:

(Dollars in millions)	2013 Net Sales	Percentage Change vs. 2012	Percent Change Due to: Local Price	Currency Effect	Volume	Portfolio / Other
Worldwide	$ 6,859	(7)%	(12)%	— %	5%	— %

Sales decreased seven percent, reflecting a global reduction of selling prices experienced in the Titanium Technologies and Fluoroproducts segments. Price reductions were partially offset by volume increases in both segments.

COGS increased eight percent to $5.4 billion, related to an increase in sales volumes in the Titanium Technologies and Fluoroproducts segments. COGS as a percentage of net sales was 79 percent, an 11 percent increase from 2012, principally reflecting the impact of increased raw materials costs, primarily ore. Additionally, Chemours incurred a $72 million charge for titanium dioxide antitrust litigation in 2013 (see Note 17 to the Combined Financial Statements for additional information).

Selling, general and administrative expenses increased $21 million, largely due to increased direct use of functional support by Chemours. Research and development expense increased $19 million in 2013 due to increased direct research and development spending by the Fluoroproducts and Chemical Solutions segments.

The $36 million in charges recorded during 2012 in employee separation / asset related charges, net consisted of $3 million in charges related to the 2012 restructuring program, and $33 million in asset impairment charges to write-down the carrying value of an asset group to its fair value within the Chemical Solutions segment. Additional details related to the asset impairment discussed above can be found in Note 6 to the Combined Financial Statements.

Equity in earnings of affiliates decreased $3 million due to reductions in net income recognized by Chemours' joint ventures in China and Japan.

The $13 million decrease in other income was largely attributable to $26 million higher pre-tax foreign exchange losses which were primarily driven by a strengthening of the USD versus the Venezuelan Bolivar and the Brazilian Real in 2013. This decrease was partially offset by a $7 million gain recognized related to the 2013 purchase of remaining interest on an equity investment and a $6 million increase in leasing, contract services and miscellaneous income.

In 2013, Chemours recorded a provision for income taxes of $152 million, reflecting a decrease from 2012 due to a significant decrease in earnings. The decrease in the 2013 effective tax rate compared to 2012 was primarily due to geographic mix of earnings.

Segment Reviews

In general, the accounting policies of the segments are the same as those described in Note 3 to the Combined Financial Statements. Exceptions are noted as follows: (1) Segment adjusted earnings before interest, taxes, depreciation and amortization (adjusted EBITDA) is defined as income (loss) before income taxes, depreciation and amortization excluding non-operating pension and other post-retirement employee benefit costs and exchange gains (losses), and (2) All references to prices are on a USD basis, including the impact of currency. Corporate costs and certain legal and environmental expenses that are not aligned with the reportable segments are reflected in Corporate and other. Adjusted EBITDA includes the service cost component of net periodic benefit cost. All other components of net periodic benefit cost are considered non-operating and are excluded from adjusted EBITDA.

Non-operating pension and other post-retirement employee benefit costs include interest cost, expected return on plan assets, amortization of loss (gain), and amortization of prior service cost (benefit). These costs for both the pension benefits and other post-retirement benefits are excluded from segment adjusted EBITDA.

A reconciliation of segment sales to combined net sales and segment adjusted EBITDA to income before income taxes for 2014, 2013, and 2012 is included in Note 20 to the Combined Financial Statements. Segment adjusted EBITDA and the related margin include certain items that management believes are significant to understanding the segment results discussed below. See Note 20 to the Combined Financial Statements for details related to these items.

Titanium Technologies

(Dollars in millions)	Year ended December 31, 2014	2013	2012
Net sales	$2,937	$3,019	$3,291
Adjusted EBITDA	$ 759	$ 722	$1,454
Adjusted EBITDA margin	26%	24%	44%

Change in segment sales from prior period	Year ended December 31, 2014	2013	2012
Price	(4)%	(21)%	8%
Volume	1%	13%	(18)%
Portfolio / Other	— %	— %	— %
Total change	**(3)%**	**(8)%**	**(10)%**

Revenue and earnings performance in Titanium Technologies reflect the cyclical nature of the global TiO_2 business. Following the “global financial crisis,” global economic recovery resulting from the impact of government stimulus resulted in strong customer demand for TiO_2 compared to available supply. This drove TiO_2 prices higher, ultimately reaching a historical peak in 2012. As global GDP growth fell back to 2–2.5 percent annual growth and new capacity came online throughout the industry from expansion decisions made in the period of strong demand during the global economic recovery, prices began to decline.

To mitigate the earnings impact of declining price and to improve operating results, our Titanium Technologies business endeavors to:

- improve efficiency by lowering energy use and improving ingredient yield;
- trim discretionary costs during cycle low points;
- use the broad capability of our manufacturing assets to tailor manufacturing and supply chain cost to softer demand conditions; and
- sustain investment in development of offerings that serve applications which are less sensitive to economic cycles or more distinguished from the offerings of competitors.

TiO_2 pricing tends to move up and down in a cyclical manner depending in large part on global economic conditions. When customer demand is strong, TiO_2 price typically increases. A declining global economic cycle softens TiO_2 demand, resulting in lower capacity utilization and prices can begin to decline. TiO_2 market cycles and swings in supply and demand are principally driven by global economic cycles and the time required to increase TiO_2 production capacity.

In the declining phase of the TiO_2 cycle, prices can fall to the point where higher cost producers may be selling product at or below production cost. Although Chemours management does not have precise information regarding the prices and costs of other producers, our assessment of current global economic conditions and other factors is that we believe the industry is likely nearing the breakeven point in the TiO_2 market cycle. As described, we have unique capabilities which deliver the industry’s best cost position, so we have been able to continue to have strong operating cash flow during the down phase of the cycle.

2014 versus 2013 Sales declined by three percent from 2013 to 2014 due to lower prices which was partially offset by an increase in volume. Despite the stabilization of titanium dioxide market demand and improved sales volume, prices continued to decrease in 2014 due to low global titanium dioxide industry capacity utilization, and lower ore costs, primarily in the fourth quarter of 2014.

Adjusted EBITDA and adjusted EBITDA margin increased primarily due to lower legal expenses. 2013 adjusted EBITDA included a $72 million charge related to titanium dioxide antitrust litigation (see Note 17 to the Combined Financial Statements for additional information).

2013 versus 2012 Sales declined in 2013 versus 2012 by eight percent, primarily due to lower prices which was partially offset by an increase in volume. Destocking and weak economic growth in the second half of 2012 and reduced market demand resulted in lower producer utilization levels and downward pricing pressures in 2013. As the titanium dioxide market destocking moderated and stabilized in 2013, sales volumes improved. However, the slower than expected global economic growth in 2013 continued to minimize growth in demand and depressed prices during the year.

2013 adjusted EBITDA and adjusted EBITDA margin decreased principally on lower selling prices. Volume gains were offset by higher raw material inventory costs, mainly ore costs. 2013 adjusted EBITDA includes a $72 million charge related to titanium dioxide antitrust litigation (see Note 17 to the Combined Financial Statements for additional information).

Fluoroproducts

(Dollars in millions)	Year ended December 31, 2014	2013	2012
Net sales	$2,327	$2,379	$2,559
Adjusted EBITDA	$ 330	$ 377	$ 539
Adjusted EBITDA margin	14%	16%	21%

Change in segment sales from	Year ended December 31, 2014	2013	2012
Price	(8)%	(7)%	(1)%
Volume	6%	— %	(9)%
Portfolio / Other	— %	— %	— %
Total change	**(2)%**	**(7)%**	**(10)%**

Our Fluoroproducts segment sells products through two principal groups: fluorochemicals and fluoropolymers. Our fluorochemicals products include refrigerants, foam expansion agents, propellants and fire extinguishants. Change in the refrigerants industry is primarily driven by environmental regulatory change. As new regulations are implemented, customers are required to transition to new products and technologies to meet tighter regulatory standards. Our future performance in refrigerants will be driven in part by our ability to successfully manage product line transitions by continuing to meet demand for products that are being phased down, while remaining a leader in the introduction of new, more sustainable, cost-effective and easy to implement solutions that allow customers to adopt products to meet new regulatory requirements. We have consistently demonstrated expertise in these core capabilities by developing sustainable technology, trade secrets, and patents.

Fluoroproducts sales fluctuate by season; sales in the first half of the year are slightly higher than sales in the second half of the year. This trend is primarily a result of inventory build in the first half of the year by refrigerant customers in the Northern hemisphere as they prepare for the summer season.

2014 versus 2013 Sales for 2014 decreased by two percent as compared to 2013, primarily due to lower selling prices for refrigerants and industrial resins. Refrigerant prices decreased in North America as a result of actions by the U.S. Environmental Protection Agency (EPA) related to allowances on HCFC's (R-22) and the impact of lower cost Chinese imports on the overall pricing of HFC (R-134a) refrigerants and refrigerant blends globally. Industrial resin prices declined primarily as a result of pricing pressure from the addition of new production capacity by competitors. Pricing decreases were partially offset by higher volumes. Although the EPA actions and competition from lower priced providers have challenged our results in the near-term, we are developing and promoting adoption of our more profitable, low-GWP HFO products, such as Opteon® YF, for which we anticipate high levels of future demand. These HFO-based products and blends, which are functional substitutes for HCFC's and HFC's comply with country-specific legislation phasing down the current refrigerants and have a low environmental footprint.

Adjusted EBITDA and adjusted EBITDA margin decreased, primarily due to lower prices. 2014 adjusted EBITDA included charges of $16 million relating to the 2014 restructuring plan. Margin impact from lower prices and restructuring charges was partially offset by lower business and overhead costs from productivity improvements. Additionally in 2014, expense relating to the short-term incentive plan was lower by approximately $8 million and a gain from the sale of businesses was recognized for $30 million.

2013 versus 2012 Sales for 2013 decreased seven percent from 2012, as a result of lower selling prices. Lower prices were experienced in all product markets in all regions, except for in the U.S., where prices increased slightly due to higher refrigerant selling prices in the first half of 2013. 2013 adjusted EBITDA and adjusted EBITDA margin decreased, primarily due to lower selling prices which more than offset higher volume and slightly lower period costs. The decline was primarily due to lower industrial resin prices and higher overall productions costs. Price declines came as a result of the addition of new production capacity by competitors and intense price competition in the more commoditized market segments.

Chemical Solutions

(Dollars in millions)	Year ended December 31, 2014	2013	2012
Net sales	$1,168	$1,461	$1,515
Adjusted EBITDA	$ 29	$ 96	$ 116
Adjusted EBITDA margin	2%	7%	8%

Change in segment sales from prior period	Year ended December 31, 2014	2013	2012
Price	(2)%	1%	4%
Volume	1%	(4)%	(1)%
Portfolio / Other	(19)%	— %	— %
Total change	**(20)%**	**(3)%**	**3%**

Chemical Solutions operates in three key market segments of cyanides, sulfur products and performance chemicals. In cyanides and sulfur products markets, we intend to continue our strategy to engage in long-term, multi-year, contractual relationships with key customers and invest in initiatives to further improve our uptime and yields. In cyanides, the focus will be on improving the output (plant uptime and yields) of sodium cyanide from our existing manufacturing facility in Memphis, TN and exploring other alternatives to better adjust our supply chain to our customer needs. In the sulfur market segment, in line with the increase in the U.S. oil production and related increase in the production capacity of the oil refineries, we will also invest in projects to improve our distribution capabilities and the overall mechanical integrity of the existing assets. For the performance chemicals market segment, our focus will be to reduce overall manufacturing cost and to take actions to improve the profitability levels of underperforming product lines.

2014 versus 2013 In 2014 sales decreased 20 percent, primarily due to the portfolio impact of a customer's election to exercise a put/call option to acquire the entire property and equipment of the Baytown facility on December 31, 2013. Sales decreased further from lower prices across all products.

Adjusted EBITDA and adjusted EBITDA margin decreased, primarily due to the portfolio impact noted above and lower prices.

2013 versus 2012 Sales in 2013 reflect a three percent decrease from 2012, primarily resulting from lower sales volumes in the cyanides and performance chemicals businesses and lower average prices in the sulfur products business. In cyanides, the reduction in volume was caused mainly by limited availability of sodium cyanide feedstock, resulting from unscheduled manufacturing interruptions. In sulfur products, the reduction in average prices was caused by a combination of lower market price for sulfuric acid in the U.S. and product mix. In performance chemicals, the reduction in volume was mainly caused by extensive scheduled maintenance shut-downs at our customers MDI (diphenylmethane diisocyanate producers) combined with lower demand of methylamines products in the Asia Pacific region.

Adjusted EBITDA margin in the period decreased one percent mainly caused by lower volumes and in cyanides and in sulfur products; lower average prices for sulfur, combined with higher manufacturing costs in cyanides and performance chemicals. In cyanides, lower yields caused by unscheduled manufacturing interruptions and higher cost of raw materials are the key reasons for the increased costs. In performance chemicals, higher manufacturing costs were caused mainly by lower yields resulting from the extensive shut-downs at MDI producers.

2013 adjusted EBITDA and adjusted EBITDA margin decreased primarily as a result of lower sales combined with lower plant utilization while 2012 adjusted EBITDA included a $33 million asset impairment charge (see Note 6 to the Combined Financial Statements for additional information).

Liquidity & Capital Resources

Historically, the primary source of liquidity for Chemours' business is cash flow provided by operations and cash transfers from DuPont. Prior to Separation, transfers of cash to and from DuPont's cash management system have been reflected in DuPont Company Net Investment in the historical Combined Balance Sheets and Statements of Cash Flows. Chemours has not reported cash or cash equivalents for the periods presented in the Combined Balance Sheets. We expect DuPont to continue to fund our cash needs through the date of the separation. Chemours has a historical pattern of seasonality, with working capital use of cash in the first half of the year, and a working capital source of cash in the second half of the year. Within the second half of the year, historical patterns indicate that the fourth quarter has been a significant period of working capital improvements.

Prior to our separation, while we are a wholly-owned subsidiary of DuPont, our board of directors, consisting of DuPont employees, intends to declare a dividend of an aggregate amount of $100 million in total for the third quarter of 2015, to be paid to our stockholders as of a record date following the distribution. Following the distribution, we expect to continue to pay regular quarterly dividends in an aggregate amount of $100 million, with an aggregate annual dividend of approximately $400 million. The declaration, payment and amount of any subsequent dividend will be subject to the sole discretion of our post-distribution, independent board of directors and will depend upon many factors, including our financial condition and prospects, our capital requirements and access to capital markets, covenants associated with certain of our debt obligations, legal requirements and other factors that our board of directors may deem relevant, and there can be no assurances that we will continue to pay a dividend in the future. There can also be no assurance that the combined annual dividends on DuPont common stock and our common stock after the distribution, if any, will be equal to the annual dividends on DuPont common stock prior to the distribution. Upon separation from DuPont, Chemours anticipates that its primary source of liquidity will be cash generated from operations, available cash and cash equivalents and borrowings under the debt financing arrangements we intend to enter into in connection with the separation transaction described under "Financing Arrangements." We believe these sources will be sufficient to fund our planned operations, and in meeting our interest, dividend and contractual obligations.

The following table sets forth a summary of the net cash provided by (used for) operating, investing and financing activities for the years ended December 31, 2014, 2013 and 2012.

(Dollars in millions)	Year ended December 31, 2014	2013	2012
Cash provided by operating activities	$ 505	$ 798	$1,390
Cash used for investing activities	(560)	(424)	(429)
Cash provided by (used for) financing activities	55	(374)	(961)

Cash Provided by Operating Activities

Cash provided by operating activities decreased $293 million in 2014 compared to 2013 primarily due to increased payments of trade accounts payable for raw materials and lower earnings in 2014. The timing of ore purchases with longer payment terms in the second half of 2013 resulted in payments in early 2014 and was the primary influence for the decrease in cash provided by operating activities in 2014. These purchases contributed to the inventory increase of $78 million from December 31, 2012 to December 31, 2013, and the accounts payable increase of $134 million over the same period. In addition, Chemours paid $72 million related to titanium dioxide antitrust litigation in 2014 (see Note 17 to the Combined Financial Statements for additional information).

Cash provided by operating activities decreased $592 million in 2013 compared to 2012 due to lower cash from earnings, which was partially offset by increased cash provided from changes to working capital. Accounts payable increased from higher credit purchases during the fourth quarter of 2013 than during the fourth quarter of 2012 to meet the expected customer demand for titanium dioxide products. Accounts receivable increased due to higher fourth quarter credit sales in 2013 compared to the same period in 2012.

The Company's operating cash flow generation is driven by, among other things, global economic conditions generally and the resulting impact on demand for our products, raw material and energy prices, and industry-specific issues, such as production capacity and utilization. Chemours has generated strong operating cash flow through various industry and economic cycles evidencing the operating strength of our businesses. Over the industry cycles in recent years, cash flows from operating activities increased in years leading up to 2011, and have decreased annually since the historical peak profitability achieved in 2011. Despite the challenging market conditions in the TiO_2 industry since the historical peak profitability in 2011 and what we believe may have been adverse market conditions in 2013 and 2014, we anticipate that our operations will provide sufficient liquidity in 2015.

Current Assets and Liabilities

Current Assets	December 31, 2014	2013
Accounts and notes receivable - trade, net	$ 846	$ 841
Inventories	1,052	1,055
Prepaid expenses and other	43	40
Deferred income taxes	21	44
Total current assets	$1,962	$1,980

As of December 31, 2014, total current assets remained consistent compared to December 31, 2013.

Current Liabilities	December 31, 2014	2013
Accounts payable	$1,046	$1,057
Deferred income taxes	9	9
Other accrued liabilities	352	405
Total current liabilities	$1,407	$1,471

Current liabilities as of December 31, 2014 decreased $64 million compared to December 31, 2013 primarily due to $72 million related to titanium dioxide anti-trust litigation (See Note 17 to the Combined Financial Statements) for additional information.

Cash Used for Investing Activities

Cash used for investing activities increased $136 million for 2014 compared to the same period in 2013 primarily due to the expansion of Titanium Technologies' Altamira plant in Mexico.

Cash used for investing activities in 2013 decreased $5 million compared to 2012. In 2013, there was an $11 million increase in proceeds from sales of assets and businesses largely attributable to a customer's election to exercise a put/call option to acquire the entire property and equipment of the Baytown facility. This increase in proceeds from sales of assets and businesses was partially offset by an increase in purchases of property, plant and equipment. The Titanium Technologies segment increased capital expenditures on the expansion of the Altamira plant in Mexico while the Fluoroproducts and Chemical Solutions segments decreased its capital expenditures in 2013.

Purchases of property, plant and equipment totaled $604 million, $438 million, and $432 million in 2014, 2013 and 2012, respectively. Chemours management expects 2015 purchases of property, plant and equipment to be approximately $450 million. Capital expenditures related to the expansion of the Altamira plant were $227 million, $159 million and $78 million in 2014, 2013 and 2012.

Cash Provided by (Used for) Financing Activities

As DuPont manages Chemours' cash and financing arrangements, all excess cash generated through earnings is deemed remitted to DuPont and all sources of cash are deemed funded by DuPont. See Note 2 of the Combined Financial Statements for additional information.

Cash provided by financing activities increased $429 million in 2014 as compared to 2013. Cash provided by operations decreased for the reasons discussed above, resulting in DuPont transferring cash to Chemours. Additionally, the change in cash provided by financing activities was impacted by an increase in purchases of property, plant and equipment of $177 million primarily due to the Altamira expansion.

Cash used for financing activities decreased $587 million in 2013 compared to 2012. Earnings decreased for the reasons discussed above, resulting in less cash transferred to DuPont.

Capital Expenditures

Our operations are capital intensive, requiring ongoing investment to upgrade or enhance existing operations and to meet environmental and operational regulations. Our capital requirements have consisted, and are expected to continue to consist, primarily of:

- ongoing capital expenditures, such as those required to maintain equipment reliability, the integrity and safety of our manufacturing sites and to comply with environmental regulations;
- investments in our existing facilities to help support introduction of new products and debottleneck to expand capacity and grow our business;
- investment in projects to reduce future operating costs and enhance productivity

The following table summarizes ongoing and expansion capital expenditures for the years ended December 31, 2014, 2013 and 2012:

(Dollars in millions)	Year ended December 31, 2014	2013	2012
Purchases of property, plant and equipment[1]	$ 615	$ 438	$ 432

1 Purchases of property, plant, and equipment includes $11 million of purchases of plant, property and equipment included in accounts payable excluded from the Combined Statements of Cash Flows.

Capital expenditures as a percentage of our revenue were ten, six and six percent in 2014, 2013 and 2012, respectively. The increase in capital expenditures, as a percentage of revenue, from 2013 to 2014 is attributable to the Altamira expansion. For 2015, we expect our capital expenditures to be about approximately $450 million, and then decline in 2016 and 2017 as we finish our Altamira expansion. Once our Altamira project is completed, we anticipate that capital spending will return to more normalized spending of about $300 million per year in total for maintenance and growth.

Contractual Obligations

Information related to Chemours' significant contractual obligations is summarized in the following table:

(Dollars in millions)	Total at December 31, 2014	Payments Due In 2015	2016 — 2017	2018 — 2019	2020 and Beyond
Operating leases	$ 278	$ 68	$ 96	$ 62	$ 52
Purchase obligations[1]					
Raw material obligations	1,362	140	135	127	960
Utility obligations	147	36	36	23	52
Other	28	11	15	2	—
Purchase obligations, total	1,537	187	186	152	1,012
Other liabilities					
Workers' compensation	40	5	18	8	9
Asset retirement obligations	43	—	6	2	35
Environmental remediation	295	69	95	36	95
Legal settlements	14	2	4	4	4
Other[2]	34	17	4	1	12
Other liabilities, total	426	93	127	51	155
Total contractual obligations[3]	$ 2,241	$348	$ 409	$ 265	$ 1,219

1 Represents enforceable and legally binding agreements to purchase goods or services that specify fixed or minimum quantities; fixed, minimum or variable price provisions; and the approximate timing of the agreement.

2 Primarily represents employee-related benefits other than pensions and other long-term employee benefits included in the Combined Balance Sheets.

3 Due to uncertainty regarding the completion of tax audits and possible outcomes, the estimate of obligations related to unrecognized tax benefits cannot be made. See Note 8 to the Combined Financial Statements for additional information.

Chemours expects to meet its contractual obligations through its normal sources of liquidity and believes it has the financial resources to satisfy these contractual obligations.

Accounting Estimates

Chemours' significant accounting policies are more fully described in Note 3 to the Combined Financial Statements. Management believes that the application of these policies on a consistent basis enables Chemours to provide users of the financial statements with useful and reliable information about Chemours' operating results and financial condition.

The preparation of the Combined Financial Statements in conformity with generally accepted accounting principles in the United States of America (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 Combined Financial Statements and the reported amounts of revenues and expenses, including allocations of costs as discussed above, during the reporting period. Management's estimates are based on historical experience, facts and circumstances available at the time and various other assumptions that are believed to be reasonable. Chemours reviews these matters and reflects changes in estimates as appropriate. Management believes that the following represents some of the more critical judgment areas in the application of Chemours' accounting policies which could have a material effect on Chemours' financial position, liquidity or results of operations.

New Accounting Guidance

See Note 3 to the Combined Financial Statements for a discussion of recent accounting pronouncements.

Goodwill

The excess of the purchase price over the estimated fair value of the net assets acquired, including identified intangibles, in a business combination is recorded as goodwill. Goodwill is tested for impairment at least annually on October 1; however, impairment tests are performed more frequently when events or changes in circumstances indicate that the asset may be impaired. Impairment exists when carrying value exceeds fair value. Goodwill is evaluated for impairment at the reporting unit level, which is the level of our operating segments.

Evaluating goodwill for impairment is a two-step process. In the first step, Chemours compares the carrying value of net assets to the fair value of the related operations. Chemours estimates the fair value of its reporting units using the income approach based on the present value of future cash flows. The factors considered in determining the cash flows include: 1) macroeconomic conditions; 2) industry and market considerations; 3) costs of raw materials, labor or other costs having a negative effect on earnings and cash flows; 4) overall financial performance; and 5) other relevant entity-specific events. If the fair value is determined to be less than the carrying value, a second step is performed to compute the amount of the impairment. In 2014 and 2013, Chemours performed impairment tests for goodwill and determined that no goodwill impairment existed and the fair value of each reporting unit substantially exceeded its carrying value.

Valuation of Assets

The assets and liabilities of acquired businesses are measured at their estimated fair values at the dates of acquisition. The determination and allocation of fair value to the assets acquired and liabilities assumed is based on various assumptions and valuation methodologies requiring considerable management judgment, including estimates based on historical information, current market data and future expectations. The principal assumptions utilized in Chemours' valuation methodologies include revenue growth rates, operating margin estimates, royalty rates and discount rates. Although the estimates are deemed reasonable by management based on information available at the dates of acquisition, those estimates are inherently uncertain.

Assessment of potential impairment of property, plant and equipment, other intangible assets and investments in affiliates is an integral part of Chemours' normal ongoing review of operations. Chemours evaluates the carrying value of long-lived assets to be held and used when events or changes in circumstances indicate the carrying

value may not be recoverable. For purposes of recognition or measurement of an impairment loss, the assessment is performed at the lowest level for which independent cash flows can be identified, which varies, but can range from the reporting unit level to the individual production facility level. To determine the level at which the assessment is performed, Chemours considers factors such as revenue dependency, shared costs and the extent of vertical integration. The carrying value of a long-lived asset is considered impaired when the total projected undiscounted cash flows from the asset are separately identifiable and are less than its carrying value. 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. The fair value methodology used is an estimate of fair market value which is made based on prices of similar assets or other valuation methodologies including present value techniques. Long-lived assets to be disposed of other than by sale are classified as held for use until their disposal. 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 market value less cost to sell. Depreciation is discontinued for long-lived assets classified as held for sale.

Testing for potential impairment of these assets is significantly dependent on numerous assumptions and reflects management's best estimates at a particular point in time. The dynamic economic environments in which Chemours' segments operate, and key economic and business assumptions with respect to projected selling prices, market growth and inflation rates, can significantly affect the outcome of impairment tests. Estimates based on these assumptions may differ significantly from actual results. Changes in factors and assumptions used in assessing potential impairments can have a significant impact on the existence and magnitude of impairments, as well as the time in which such impairments are recognized. In addition, Chemours continually reviews its diverse portfolio of assets to ensure they are achieving their greatest potential and are aligned with Chemours' growth strategy. Strategic decisions involving a particular group of assets may trigger an assessment of the recoverability of the related assets. Such an assessment could result in impairment losses. During 2012, Chemours recorded an asset impairment charge of $33 million to adjust the carrying value of an asset group to its fair value. See Note 6 to the Combined Financial Statements for additional details related to this charge.

Environmental Liabilities and Expenditures

Environmental liabilities and expenditures included in the Combined Financial Statements represent claims for matters for which Chemours will indemnify DuPont. Accruals for environmental matters are recorded in cost of goods sold when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. Accrued liabilities do not include claims against third parties and are not discounted.

Costs related to environmental remediation are charged to expense in the period incurred. Other environmental costs are also charged to expense in the period incurred, unless they increase the value of the property or reduce or prevent contamination from future operations, in which case, they are capitalized and amortized.

Litigation

Litigation liabilities and expenditures included in the Combined Financial Statements represent litigation matters for which Chemours will indemnify DuPont. Accruals for litigation matters are made when the information available indicates that it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. Legal costs such as outside counsel fees and expenses are charged to expense in the period services are received.

Income Taxes

Income taxes as presented herein attribute current and deferred income taxes of DuPont to Chemours' stand-alone financial statements in a manner that is systematic, rational, and consistent with the asset and liability method prescribed by Accounting Standards Codification 740, *Income Taxes* (ASC 740), issued by the Financial Accounting Standards Board (FASB). Accordingly, Chemours' income tax provision was prepared following the separate return method. The separate return method applies ASC 740 to the stand-alone financial statements of each member of the consolidated group as if the group member were a separate taxpayer and a stand-alone

enterprise. As a result, actual tax transactions included in the consolidated financial statements of DuPont may not be included in the separate Combined Financial Statements of Chemours. Similarly, the tax treatment of certain items reflected in the separate Combined Financial Statements of Chemours may not be reflected in the consolidated financial statements and tax returns of DuPont; therefore, such items as net operating losses, credit carryforwards, and valuation allowances may exist in the stand-alone financial statements that may or may not exist in DuPont's consolidated financial statements.

The breadth of Chemours' operations and the global complexity of tax regulations require assessments of uncertainties and judgments in estimating the taxes that Chemours will ultimately pay. The final taxes paid are dependent upon many factors, including negotiations with taxing authorities in various jurisdictions, outcomes of tax litigation and resolution of disputes arising from federal, state and international tax audits in the normal course of business.

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 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 Chemours' assets and liabilities and are adjusted for changes in tax rates and tax laws when changes are enacted. Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. It is Chemours' policy to include accrued interest related to unrecognized tax benefits in miscellaneous income and expenses, net, under other income, net. It is Chemours' policy for income tax related penalties to be included in the provision for income taxes.

In general, the taxable income (loss) of various Chemours entities was included in DuPont's consolidated tax returns, where applicable, in jurisdictions around the world. As such, separate income tax returns were not prepared for many Chemours' entities. Consequently, income taxes currently payable are deemed to have been remitted to DuPont, in cash, in the period the liability arose and income taxes currently receivable are deemed to have been received from DuPont in the period that a refund could have been recognized by Chemours had Chemours been a separate taxpayer.

As stated in Note 2 to the Combined Financial Statements, the operations comprising Chemours are in various legal entities which have no direct ownership relationship. Consequently, no provision has been made for income taxes on unremitted earnings of subsidiaries and affiliates.

Off-Balance Sheet Arrangements

Certain Guarantee Contracts

Information with respect to Chemours' guarantees is included in Note 17 to the Combined Financial Statements. Historically, Chemours has not made significant payments to satisfy guarantee obligations; however, Chemours believes it has the financial resources to satisfy these guarantees.

Long-term Employee Benefits

DuPont offers various benefits to Chemours' employees and retirees. DuPont maintains retirement-related programs in many countries that have a long-term impact on Chemours' earnings and cash flows. DuPont offers plans that are shared amongst its businesses, including Chemours. In these cases, the participation of employees in these plans is reflected in these financial statements as though Chemours participates in a multiemployer plan with DuPont. A proportionate share of the cost is reflected in these Combined Financial Statements. Assets and liabilities are retained by DuPont. Further information on DuPont's plans is included in DuPont's annual report. As of the separation date, Chemours expects to record the net periodic benefit obligations for any plans that are transferred from DuPont. See "Unaudited Pro Forma Combined Financial Statements" for additional information.

Chemours will not continue to participate in the U.S. defined benefit plans post separation. DuPont will retain all liabilities related to its U.S. pension plans post separation.

These plans are typically defined benefit pension plans, as well as medical, dental and life insurance benefits for pensioners and survivors and disability benefits for employees (other long-term employee benefits). Approximately 69 percent of Chemours' worldwide allocation of benefit costs for pensions and essentially all of Chemours' worldwide allocated costs for other long-term employee benefit obligations are attributable to the U.S. benefit plans. Pension coverage for employees of Chemours' non-U.S. combined subsidiaries is provided, to the extent deemed appropriate, through separate plans. DuPont regularly explores alternative solutions to meet its global pension obligations in the most cost-effective manner possible as demographics, life expectancy and country-specific pension funding rules change. Where permitted by applicable law, DuPont reserves the right to change, modify or discontinue its plans that provide pension, medical, dental, life insurance and disability benefits.

The majority of employees hired in the U.S. on or after January 1, 2007 are not eligible to participate in DuPont's pension and post-retirement medical, dental and life insurance plans, but receive benefits in its defined contribution plans.

In January 2012, DuPont contributed approximately $110 million to the principal U.S. pension plan representing an allocation of the contribution in respect of Chemours' employees and retirees and no such contributions were made in 2013 or 2014. In 2015, DuPont's contributions on behalf of Chemours to its principal U.S. pension plan are expected to be less than $12 million.

Funding for each pension plan is governed by the rules of the sovereign country in which it operates. Thus, there is not necessarily a direct correlation between pension funding and pension expense. In general, however, an improvement in a plan's funded status tend to moderate subsequent funding needs. DuPont contributed, in respect of Chemours' employees and retirees, $35 million in 2014 and $34 million in 2013 and 2012 to its pension plans other than the principal U.S. pension plan.

DuPont's other long-term employee benefits are unfunded. DuPont contributed, in respect of Chemours' employees and retirees, pre-tax cash requirements to cover actual net claims costs and related administrative expenses for $66 million, $58 million and $66 million in 2014, 2013 and 2012, respectively. This amount is expected to be about $66 million in 2015. Changes in cash requirements reflect the net impact of higher per capita health care costs, demographic changes, plan amendments and changes in participant premiums, co-pays and deductibles.

Chemours' income can be significantly affected by allocated costs for pension and defined contribution benefits as well as other long-term employee benefits provided by DuPont. The following table summarizes the extent to which Chemours' income over each of the last three years was affected by allocated pre-tax charges related to long-term employee benefits:

(Dollars in millions)	2014	2013	2012
Long-term employee benefit plan charges[1]	$ 68	$164	$169

1 The figures in this table represent the allocation of costs to Chemours, which were allocated based on active employee headcount. These figures do not represent cash payments to DuPont or DuPont's plans.

See DuPont's 2014 10-K for additional information on the financial status of DuPont's significant plans.

Environmental Matters

Environmental Expenses

Environmental expenses charged to current operations include environmental operating costs and the increase in the remediation accrual, if any, during the period reported. As a result of its operations, Chemours incurs costs for pollution abatement activities including waste collection and disposal, installation and maintenance of air pollution controls and wastewater treatment, emissions testing and monitoring, and obtaining permits. Chemours also incurs costs for environmental related research and development activities including environmental field and treatment studies as well as toxicity and degradation testing to evaluate the environmental impact of products and raw materials. Management expects that such expenses in 2015 will be comparable to 2014 and, therefore, does not believe that year over year changes, if any, in environmental expenses charged to current operations will have a material impact on Chemours' financial position, liquidity or results of operations.

Remediation Accrual

Changes in the remediation accrual balance are summarized below.

Annual expenditures in the near future are not expected to vary significantly from the range of such expenditures incurred in the past few years. Longer term, expenditures are subject to considerable uncertainty and may fluctuate significantly.

(Dollars in millions)	
Balance at December 31, 2012	$270
Remediation payments	(36)
Increase in remediation accrual	40
Balance at December 31, 2013	$274
Remediation payments	(38)
Increase in remediation accrual	59
Balance at December 31, 2014	$295

Chemours is also subject to contingencies pursuant to environmental laws and regulations that in the future may require further action to correct the effects on the environment of prior disposal practices or releases of chemical or petroleum substances by Chemours or other parties. Chemours accrues for environmental remediation activities consistent with the policy as described in Note 3 to the Combined Financial Statements. Much of this liability results from CERCLA, the RCRA and similar state and global laws. These laws require certain investigative, remediation and restoration activities at sites where Chemours conducts or once conducted operations or at sites where Chemours-generated waste was disposed. The accrual also includes estimated costs related to a number of sites identified for which it is probable that environmental remediation will be required, but which are not currently the subject of enforcement activities.

As of December 31, 2014, Chemours, through DuPont, has been notified of potential liability under the CERCLA or similar state laws at about 171 sites around the U.S., including approximately 22 sites for which Chemours does not believe it has liability based on current information. Active remediation is under way at approximately 55 of these sites. In addition, at December 31, 2014, liability at approximately 53 sites, has been resolved either by completing remedial actions with other Potentially Responsible Parties (PRPs) or participating in "de minimis buyouts" with other PRPs whose waste, like Chemours', represented only a small fraction of the total waste present at a site. The Company received notice of potential liability at one new site during 2014 compared with four similar notices in 2013 and 2012 collectively.

At December 31, 2014, the Combined Balance Sheet included a liability of $295 million relating to these matters which, in management's opinion, is appropriate based on existing facts and circumstances. The average time-

frame over which the accrued or presently unrecognized amounts may be paid, based on past history, is estimated to be 15 to 20 years. Remediation activities vary substantially in duration and cost from site to site. These activities, and their associated costs, depend on the mix of unique site characteristics, evolving remediation technologies, diverse regulatory agencies and enforcement policies, as well as the presence or absence of other potentially responsible parties. In addition, Chemours, through DuPont, has limited available information for certain sites or is in the early stages of discussions with regulators. For these sites in particular there may be considerable variability between the remediation activities that are currently being undertaken or planned, as reflected in the liability recorded at December 31, 2014, and the ultimate actions that could be required.

Therefore, considerable uncertainty exists with respect to environmental remediation costs and, under adverse changes in circumstances, the potential liability may range up to approximately $650 million above the amount accrued at December 31, 2014. Except for Pompton Lakes, which is discussed further below, based on existing facts and circumstances, management does not believe that any loss, in excess of amounts accrued, related to remediation activities at any individual site will have a material impact on the financial position, liquidity or results of operations of Chemours.

Pompton Lakes

The environmental remediation accrual of $295 million at December 31, 2014 and $274 million at December 31, 2013 includes $86 million and $78 million, respectively, related to activities at Chemours' site in Pompton Lakes, New Jersey. Management believes that it is reasonably possible that potential liability for remediation activities at this site could range up to $116 million, including previously accrued amounts. This could have a material impact on the liquidity of Chemours in the period recognized. However, management does not believe this would have a material adverse effect on Chemours' combined financial position, liquidity and results of operations. During the twentieth century, DuPont manufactured blasting caps, fuses and related materials at Pompton Lakes. Operating activities at the site were ceased in the mid 1990's. Primary contaminants in the soil and sediments are lead and mercury. Ground water contaminants include volatile organic compounds.

Under the authority of the EPA and the New Jersey Department of Environmental Protection, remedial actions at the site are focused on investigating and cleaning up the area. Ground water monitoring at the site is ongoing and Chemours, through DuPont, has installed and continues to install vapor mitigation systems at residences within the ground water plume. In addition, Chemours, through DuPont, is further assessing ground water plume/vapor intrusion delineation. In November 2014, the EPA announced a proposed remediation plan that would require Chemours to dredge mercury contamination from a 36 acre area of the lake and remove sediment from two other areas of the lake near the shoreline. The plan is subject to notice and comment. Chemours expects to spend approximately $60 million over the next three years, which is included in the remediation accrual at December 31, 2014, in connection with remediation activities at Pompton Lakes, including activities related to the EPA's proposed plan.

Environmental Capital Expenditures

As of December 31, 2014, Chemours spent approximately $40 million on environmental capital projects either required by law or necessary to meet Chemours' internal environmental goals. Chemours currently estimates spending for environmental-related capital projects to be approximately $34 million in 2015. In the U.S., additional capital expenditures are expected to be required over the next decade for treatment, storage and disposal facilities for solid and hazardous waste and for compliance with the Clean Air Act (CAA). Until all CAA regulatory requirements are established and known, considerable uncertainty will remain regarding estimates for future capital expenditures. However, management does not believe that the costs to comply with these requirements will have a material impact on the financial position or liquidity of Chemours.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Derivatives and Other Hedging Instruments

Fluctuations in the value of the USD compared to foreign currencies may impact Chemours' earnings. Chemours participates in DuPont's foreign currency hedging program to reduce earnings volatility associated with remeasurement of foreign currency denominated net monetary assets.

DuPont formally documents the hedge relationships, including identification of the hedging instruments and the hedged items, the risk management objectives and strategies for undertaking the hedge transactions, and the methodologies used to assess effectiveness and measure ineffectiveness. Realized gains and losses on derivative instruments of DuPont are allocated by DuPont to Chemours based on projected exposure. Chemours recognizes its allocable share of the gains and losses on DuPont's derivative financial instruments in earnings when the forecasted purchases occur for natural gas hedges and when the forecasted sales occur for foreign currency hedges.

As disclosed on page F-13, the impact on Chemours' participation in the foreign currency hedging program were gains of $4 million in 2014, $0 million in 2013 and $6 million in 2012. In relation to the parent sponsored program, Chemours was less than five percent of the program participation in the recent three fiscal years. Therefore, a ten percent change in rates on the parent sponsored program would have had an immaterial impact to cash flows and net income of Chemours for the years ended December 31, 2014, 2013 and 2012.

Chemours does not hold or issue financial instruments for speculative or trading purposes. Chemours does not hold, nor has it held, any derivative financial instruments, other financial instruments or derivative commodity instruments. Chemours will however evaluate and possibly enter into forward exchange contracts and other financial instruments to help mitigate the adverse impact of currency rate fluctuations on its earnings.

Concentration of Credit Risk

Chemours' sales are not materially dependent on any single customer. As of December 31, 2014 and 2013, no one individual customer balance represented more than five percent of Chemours' total outstanding receivables balance. Credit risk associated with Chemours' receivables balance is representative of the geographic, industry and customer diversity associated with Chemours' global businesses. As a result of our customer base being widely dispersed, we do not believe our exposure to credit-related losses related to our business as of December 31, 2014 was material.

Chemours also maintains strong credit controls in evaluating and granting customer credit. As a result, it may require that customers provide some type of financial guarantee in certain circumstances. Length of terms for customer credit varies by industry and region.

Commodities Risk

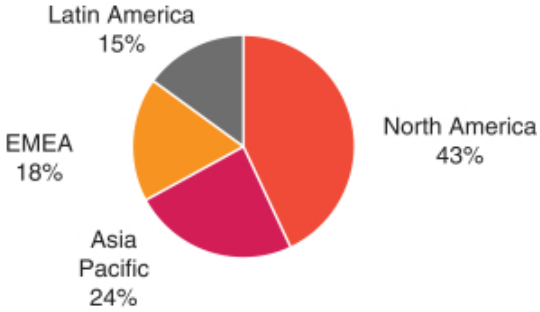
A portion of our products and raw materials are commodities whose prices fluctuate as market supply and demand fundamentals change. Accordingly, product margins and the level of our profitability tend to fluctuate with changes in the business cycle. Chemours tries to protect against such instability through various business strategies. These include provisions in sales contracts allowing us to pass on higher raw material costs through timely price increases and formula price contracts to transfer or share commodity price risk. Chemours did not have any commodity derivative instruments in place as of December 31, 2014 or December 31, 2013.

BUSINESS

Chemours is a leading global provider of performance chemicals through three reporting segments: Titanium Technologies, Fluoroproducts and Chemical Solutions. Our performance chemicals are key inputs into products and processes in a variety of industries. Our Titanium Technologies segment is the leading global producer of TiO_2, a premium white pigment used to deliver opacity. Our Fluoroproducts segment is a leading global provider of fluoroproducts, such as refrigerants and industrial fluoropolymer resins. Our Chemical Solutions segment is a leading North American provider of industrial and specialty chemicals used in gold production, oil refining, agriculture, industrial polymers and other industries. Our position with each of these businesses reflects the strong value proposition we provide to our customers based on our long history of innovation and our reputation within the chemical industry for safety, quality and reliability. For additional information see Notes 19 and 20 to the Combined Financial Statements.

We operate 37 production facilities located in 12 countries and serve several thousand customers located in more than 130 countries. The following chart illustrates the global reach of our business:

2014 Sales by Region



On October 24, 2013, DuPont announced its intention to separate its Performance Chemicals segment, which includes its titanium technologies, fluoroproducts and chemical solutions businesses. In furtherance of this plan, DuPont intends to distribute to its stockholders all of the issued and outstanding shares of Chemours common stock. The date of the distribution is currently anticipated to be July 1, 2015, pending final approval from DuPont's board of directors. The distribution is intended to be U.S. tax-free to Chemours, DuPont and their U.S. stockholders. As a result of the distribution, Chemours will become an independent, publicly traded company. Completion of the transaction is subject to certain conditions, which are set forth in the section entitled "The Distribution — Conditions to the Distribution."

Chemours is committed to creating value for our customers through the reliable delivery of high quality products and services which enable lifestyle improvements around the globe. In short, we help create a colorful, capable and cleaner world through the power of chemistry. We intend to grow our value to customers and stockholders through (i) operational excellence and asset efficiency, which includes our commitment to safety and environmental stewardship, (ii) strong customer focus to produce innovative, high-performance products, (iii) focus on cash flow generation and return on invested capital through optimization of our cost structure, improvement in working capital and supply chain efficiencies, (iv) organic growth based on leveraging our leadership, (v) expansion in emerging markets and (vi) creation of an organization that is committed to our corporate values of safety, customer appreciation, simplicity, collective entrepreneurship and integrity.

Competitive Strengths

Our competitive strengths include the following:

Leading Global Market Positions

We are the largest global producer of TiO_2, with annual TiO_2 capacity of approximately 1.2 million metric tons. We are in the process of expanding capacity at our Altamira, Mexico production facility by 200,000 metric tons. Production at the expansion is scheduled to start up in mid-2016. Each of our TiO_2 production facilities ranks among those with the largest capacity globally, and our production facilities at New Johnsonville, Tennessee and DeLisle, Mississippi are the two largest capacity TiO_2 production facilities in the world. We believe that our world-scale assets, consistent quality and delivery reliability differentiate us from our competitors in the TiO_2 market.

We are the market leader in fluoroproducts, with leading positions in fluorinated refrigerants, and industrial fluoropolymer resins and downstream products. We have a leading position in HFC refrigerants and are at the forefront of developing high-performance sustainable technologies such as our low GWP HFO refrigerants and foam expansion agents. We are also the market leader in industrial fluoropolymer resins and downstream products and coatings, marketed under the well-known Teflon® brand name. Teflon® industrial resins are used in high-performance wire and cable and multiple components in high-tech processing equipment.

We are the leading producer of solid sodium cyanide (primarily used in gold production) in the Americas. We lead in production capability, product stewardship offerings and distribution capabilities. We are the largest provider of sulfuric acid regeneration in the U.S. Northeast and the second largest provider in the U.S. Gulf Coast. In North America, we maintain market leading positions in aniline (primarily used to make polyurethane) and glycolic acid (primarily used in personal care products). We also have a strong market position in disinfectants used for water sanitization, animal health and bio-security.

Our market-leading positions are due to the scale and scope of our operations, our outstanding process technology, our differentiated products, our competitive pricing and efficient manufacturing base and long-standing partnerships with our customers.

Industry-leading Cost Structure

We produce our products in cost-efficient manufacturing facilities that utilize proprietary process technologies to help drive our industry-leading cost structure. We continue to focus on increasing manufacturing efficiencies and mitigating cost inflation through process improvements, selected capital investments and adoption of best practices.

Our Titanium Technologies segment, in particular, has high asset productivity. Our proprietary TiO_2 process technology allows us to optimize the use of a variety of titanium-bearing ore types, providing us with a cost advantage. Our world-scale TiO_2 production facilities provide significant economies of scale. We operate large individual production lines at high utilization rates. The scale of our production facilities combined with our process technology capabilities, has allowed us to achieve one of the lowest manufacturing costs per unit in the industry over a sustained period of time. Our new Altamira, Mexico TiO_2 production line is expected to be one of the lowest cost production lines in the world. In addition, we continually strive to improve our productivity and optimize our capacity by applying our engineering and manufacturing technology expertise to our production facilities.

Our leading fluoroproducts capacity, innovative production processes, effective supply chain and sourcing strategies make us highly cost competitive also in the fluoroproducts market. Our use of local contract manufacturing and joint venture partners in selected countries as a source of regional access and asset-light manufacturing (where possible) further enhances the overall cost position of our Fluoroproducts segment.

In Chemical Solutions, we believe we have highly attractive cost and asset positions within our cyanides, sulfur, and clean and disinfect businesses as a result of our proprietary process technologies, manufacturing scale, efficient supply chain processes, and proximity to large customers.

Leading Technology and Intellectual Property

As part of our DuPont heritage, our businesses have a long history of delivering innovative and high-quality products. We expect sustained technology leadership to be a key differentiator for Chemours, as the majority of our products are critical inputs that significantly impact the functionality, performance and quality of our customers' products. Our product offerings are enhanced by application technology scientists and laboratories across the globe, whose goal it is to deliver formulation improvements to help our customers achieve lower costs, better performance and higher overall value-in-use from our products compared to those of our competitors.

In our Titanium Technologies segment, we commercialized the chloride process for TiO_2 production in 1953, providing products with better opacity and superior whiteness due to lower impurities, and generating lower waste and byproducts than the traditional sulfate production technology. Currently, we are one of the limited number of TiO_2 producers with rights to chloride process for production of TiO_2. We believe that our proprietary chloride technology enables us to operate plants at a much higher capacity than other chloride technology based TiO_2 producers, uniquely utilizing a broad spectrum of titanium bearing ore feedstocks and achieving the highest unit margins in our industry. Our R&D and technology efforts focus on improving production processes, developing and yielding TiO_2 grades that help customers achieve optimal performance. In our Fluoroproducts segment, we pioneered fluorine chemistry and invented PTFE, as well as developed the first generation of refrigeration agents in the first half of the 20th century. Our continuing innovation focus places us at the forefront of industry and regulatory changes with a focus on sustainable solutions. In fluoroproducts, we led the industry in the Montreal-Protocol (1987) driven transition from CFCs to the lesser ozone depleting HCFCs, and non-ozone depleting HFCs. In 1988 we committed to cease production of CFCs and started manufacturing non-ozone depleting HFCs in the early 1990s. Driven by new and emerging environmental legislations and standards currently being implemented across the U.S., Europe, Latin America and Japan, we are now developing and commercializing Opteon®, HFO based refrigerant with very low GWP and zero ODP, for air conditioning, refrigeration and other applications. This new patented technology offers similar functionality to current HFC products but meets or exceeds currently mandated environmental standards. Like Titanium Technologies and Fluoroproducts, our Chemical Solutions segment has strong technical capabilities and a reputation for its ability to manage hazardous materials. This ability is a key competitive advantage for Chemical Solutions, as several of its products' end-users demand the highest level of excellence in the safe manufacturing, handling and shipping of the materials. Chemical Solutions also holds and occasionally licenses what it believes to be the leading process technologies for the production of aniline, acrylonitrile and hydrogen / sodium cyanide.

Our technological advantage is supported by our intellectual property portfolio of trade secrets, patents and protected innovations, covering process technologies, product formulations and various end-use applications. We maintain a world-renowned trademark portfolio, including the widely recognized brands Ti-Pure® and Vantage® for titanium dioxide products, Suva®, ISCEON®, Freon®, Opteon®, Teflon®, Tefzel®, Viton®, Krytox®, Formacel®, Dymel®, FM 200®, Nafion®, Capstone® for fluoroproducts, and Virkon® and Oxone® for Chemical Solutions.

Geographically Diverse Revenue Base Well-Positioned to Capitalize on Economic Growth

Demand for TiO_2 comes from the coatings, paper and plastics industries and is highly correlated to growth in the global residential housing, commercial construction and packaging markets. Over the long-term, global TiO_2 demand has grown in line with GDP. Growth in emerging markets, including China, however, may be greater than GDP-level growth due in part to the rising middle class in such markets, which has become a key driver of demand for end products that use our TiO_2.

We believe our Fluoroproducts segment, particularly through its low-GWP and zero-ODP products, will benefit from regulatory changes requiring phase-out and phase-downs of less sustainable incumbent products resulting in attractive margins and industry structure during sunset periods. In addition, customers continually require innovative next generation advanced materials, particularly industrial fluoropolymer resins, driving new product development and growth. We believe fluoroproducts demand growth in developed markets will be in line with global GDP, whereas demand growth in emerging markets will be higher than GDP. We also believe fluorochemicals growth will be driven by country-specific legislation phasing-down the current HFC-based refrigerants for which the new HFO-based products and blends are functional substitutes with a low environmental footprint. For fluoropolymers, we believe growth will be driven by the extension of higher performance applications in developed markets to developing markets, e.g. aerospace, automotive, electronics and communications and semiconductors in China.

Our Chemical Solutions segment serves customers in a diverse range of end markets that we believe generally grow in line with global GDP.

Long Standing and Diverse Customer Base

We serve approximately 5,000 customers across a wide range of end markets in more than 130 countries. Many of our commercial and industrial relationships have been in place for decades and are based on our proven value proposition of safely and reliably supplying our customers with the materials needed for their operations. Our customers are comprised of a diverse group of companies, many of which are leaders in their respective industries. Our sales are not materially dependent on any single customer. As of December 31, 2014, no one individual customer balance represented more than five percent of Chemours' total outstanding receivables balance and no single customer represented more than ten percent of our sales.

Knowledge of our customers' business needs is at the core of our innovative processes and forms the basis of our product development initiatives. We work closely with our customers to optimize their formulations and products. We also provide ongoing technical support services to these customers, which helps them to maximize the effectiveness of our advanced performance products.

Strong Management Team with Deep Industry Experience

Chemours has a strong executive management team that combines in-depth industry experience and demonstrated leadership. Mark Vergnano, our Chief Executive Officer, previously served as Executive Vice President of DuPont since 2009. His prior experience includes 35 years in a variety of general management, manufacturing and technical leadership positions, including vice president and general manager for DuPont Nonwovens, DuPont Building Innovations and group vice president of DuPont Safety & Protection. Mark Newman, our Senior Vice President and Chief Financial Officer, previously served as senior vice president and chief financial officer of SunCoke Energy Inc. Prior to his time at SunCoke, Mr. Newman served in a number of senior operating and finance leadership roles in the U.S. and China, primarily with the General Motors Corporation where he began his career in 1986. Chemours' segment presidents are B.C. Chong, Thierry Vanlancker and Chris Siemer, each of whom has been in chemical industry leadership positions for more than twenty-five years. Mr. Chong has served as president of DuPont's Titanium Technologies business since 2011. Previously, he held leadership positions in manufacturing operations, new business development, strategic planning and sales and marketing. Mr. Vanlancker was named president of DuPont's Fluoroproducts and Chemical Solutions business in 2012. He brings over a decade of experience in managing fluoro-based businesses and has held leadership positions in general management and sales and marketing. Mr. Siemer joined DuPont in 2010 and has managed global industrial and specialty chemical business portfolios for more than twenty years.

In addition to our strong executive management team, we have an experienced group of employees who work to maintain our leading market positions with their commitment to safe and efficient production, technology leadership, expansion of product offerings and customer relationships.

Cash Flow Generation

We believe that after the separation we will have a balance sheet supported by a world class asset base, adequate liquidity and substantial undrawn revolving credit facility, no pension or Other Post-Employment Benefits (OPEB) plans in the U.S. (except for a frozen non-qualified pension restoration plan and a U.S. OPEB plan sponsored by an unconsolidated equity investment) and minimal unfunded non-U.S. pension liability. We expect our EBITDA to increase over time through low-cost incremental production and/or overall unit cost reductions from Chemours' TiO_2 capacity expansion at its Altamira site, potential upside from an anticipated cyclical recovery in TiO_2, EU-mandated environmental regulations driving conversion to refrigerants with low GWP, and our focus on productivity improvements. The completion of the Altamira expansion in mid-2016 will meaningfully reduce our annual capital expenditures.

Our operating cash flow generation is driven by, among other things, global economic conditions generally and the resulting impact on demand for our products, raw material and energy prices, and industry-specific issues, such as production capacity and utilization. We have generated strong operating cash flow through various industry and economic cycles evidencing the operating strength of our businesses. Over the industry cycles in recent years, cash flows from operating activities increased in the years leading up to 2011, and have declined annually since the historical peak profitability achieved in 2011. Despite challenging market conditions in the TiO_2 industry since achieving a historical peak in terms of profitability in 2011 and what are believed to be relatively weak market conditions in 2013 and 2014, we have generated strong operating cash flow. For each of the past four fiscal years, Chemours has generated cash flows from operating activities in excess of $500 million, with such cash flows averaging approximately $1 billion per year. See our disclosure under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity & Capital Resources."

Capital expenditures have on average equaled approximately $460 million per year during the past four years. A significant increase in each of the past three fiscal years was due to expenditures relating to the expansion of the TiO_2 production facility at Altamira, Mexico. We expect our capital expenditures to be reduced in 2016 and in the near term thereafter due to the completion of the Altamira expansion, which should further bolster our free cash flow as the new capacity is expected to come online in mid-2016.

Business Strategies

Continue to Drive Operational Excellence and Asset Efficiency

Operational excellence, which includes a commitment to safety, environmental stewardship and improved reliability, is key to our future success. We continually evaluate our business to identify opportunities to increase operational efficiency throughout our production facilities with a focus on maintaining operational excellence and maximizing asset efficiency. We continue to set new, stricter operational excellence targets for each of our facilities based on industry-leading benchmarks. We intend to continue focusing on increasing manufacturing efficiencies through selected capital projects, process improvements and best practices in order to lower unit costs. We will also carefully manage our portfolio, especially in our Chemical Solutions segment, and take appropriate actions to address product lines that face challenging market conditions and do not generate returns on invested capital that we believe are sufficient to create long-term shareholder value.

Focus on Cash Flow Generation

Our goal is to focus on cash flow generation and return on invested capital through the continuing optimization of our cost structure, improvement in working capital and supply chain efficiencies, and a disciplined approach to capital expenditures.

We have a proven track record of mitigating fixed cost inflation with cost saving actions and productivity improvements. We intend to continue to identify incremental cost saving opportunities based in large part on

benchmarks of industry-leading performance and productivity improvements by utilizing our engineering and manufacturing technology expertise and partnerships with low cost producers. Our goal is to maintain a cost structure that positions us favorably to compete and grow. Our goal is to continue upgrading our customer and product mix to increase our sales of value-added, differentiated products to achieve premium pricing to improve margins and enhance cash flow.

We intend to actively manage our working capital by increasing inventory turnover and reducing finished goods and raw materials inventory without affecting our ability to deliver products to our customers. We strive to improve our supply chain efficiency by focusing on reducing both operating costs and working capital needs. Our supply chain efforts to lower operating costs have consisted of reducing procurement spending, lowering transportation and warehouse costs and optimizing production scheduling.

We remain focused on disciplined capital allocation among our segments. We plan to allocate our capital expenditures to projects required to enhance the reliability of our manufacturing operations and maintain the overall asset portfolio. This includes key maintenance and repair activities in each segment, and necessary regulatory and maintenance spending to ensure safe operations. We intend to optimize capital spending on growth projects across our various businesses based on a thorough comparison of risk-adjusted returns for each project.

Maintain Strong Customer Focus

A key component of our strategy is to produce innovative, high-performance products that offer enhanced value propositions to our customers at competitive prices. Our goal is to continually work closely with our customers to provide solutions and products that optimize their formulations and products. This market-driven product development enables us to offer a high-quality product portfolio to our customers and provides our businesses with the ability to respond quickly and efficiently to changes in market demands.

Leverage our Leadership to Drive Organic Growth

We plan to continue to capitalize on our global operations network, distribution infrastructure and technology to pursue global growth. We will focus our efforts on those geographic areas and end products that we believe offer the most attractive growth and long-term profitability prospects.

Our strategy in our Titanium Technologies segment is to continue to strengthen our leading position from both product offering and cost perspective in order to increase the segment’s sales and profitability. We intend to continue to position Chemours as the preferred supplier of TiO_2 worldwide by delivering the highest quality product offering to our customers coupled with superior technical expertise. We are currently expanding capacity at our Altamira, Mexico production facility, which will increase our global capacity by more than 15 percent and will be one of the lowest cost TiO_2 production lines in the world. Production at the expansion is scheduled to start up in mid-2016.

Our Fluoroproducts segment plans to make ongoing, selective investments to capitalize on market opportunities based on our innovation capabilities and industry dynamics. We intend to continue to leverage our fluoroproducts and process expertise to develop new high-performance, differentiated offerings and to promote industry transition towards more sustainable technologies. Specifically, our strategy is to focus on development of proprietary, high-value, sustainable specialties (for example, Opteon® YF and HFO-1336, which are designed to meet tighter regulatory standards and replace commodity HFC refrigerants or foaming agents).

Our Chemical Solutions segment intends to capitalize on potential growth opportunities in businesses in which we have strong regional positions, e.g. sulfuric acid and sodium cyanide. We plan to make selective capital investments to grow our sulfur products and sodium cyanide businesses, in which we have leading market positions in the Americas, and to take initiatives to improve profitability in the remainder of the businesses in our Chemical Solutions segment.

Deepen Our Presence in Emerging Markets

Emerging markets are a strategic priority for a number of our businesses. We are well positioned not only to leverage our strong market positions in mature but highly sophisticated markets in North America and Europe, but also to participate in the expected growth of emerging markets in Asia, Eastern Europe and Latin America. We believe that improving living standards and growth in GDP across emerging markets are combining to create increased demand for our products. We expect to capitalize on this growth opportunity by expanding our customer base and local capabilities in order to increase our market share across emerging markets, especially China. To accelerate our penetration of these markets and maintain our competitive cost position, we may develop relationships with leading local partners, especially in businesses where participation in the fast-growing Chinese market is particularly important for long-term sustainable growth. For example, we are well positioned to leverage our strong production technology in our industrial fluoropolymers resins business, where the Chinese market is expected to continue to evolve from low-end fluoropolymer applications to higher value PTFE, copolymer and fluoroelastomer products, as a result of an increasing percentage of aerospace, automotive, semiconductor, electronics and telecommunications manufacturing transitions to China.

Drive Organizational Alignment

We believe that maintaining alignment of the efforts of our employees with our overall business strategy and operational excellence goals is critical to our success. We have outstanding people and assets and, with the commitment to values of safety, customer appreciation, simplicity, collective entrepreneurship and integrity, we believe that we can maintain our competitiveness and help achieve our operational excellence and asset efficiency strategic objectives.

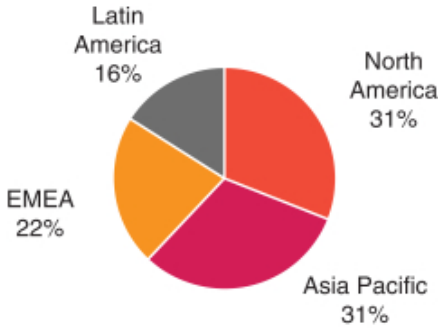
Titanium Technologies Segment

Our Titanium Technologies segment is the leading global manufacturer of TiO_2. TiO_2 is a pigment used to deliver whiteness, opacity, brightness and protection from sunlight in applications such as architectural and industrial coatings, flexible and rigid plastic packaging, PVC window profiles, laminate papers, coated paper and coated paperboard used for packaging. We sell our TiO_2 products under the Ti-Pure® brand name to approximately 850 customers globally. We believe our leading competitive position is the result of our industry-leading manufacturing cost position as well as our ability to offer superior product quality, delivery reliability and high quality technical services. We operate five TiO_2 production facilities: three in the United States, one in Mexico and another in Taiwan. In addition, we have a large-scale repackaging and distribution facility in Belgium and operate a mineral sands mining operation in Starke, Florida. In total, we have a TiO_2 production capacity of 1.2 million metric tons per year. We are currently expanding our TiO_2 production facility in Altamira, Mexico which will increase our total TiO_2 production capacity to 1.4 million metric tons per year.

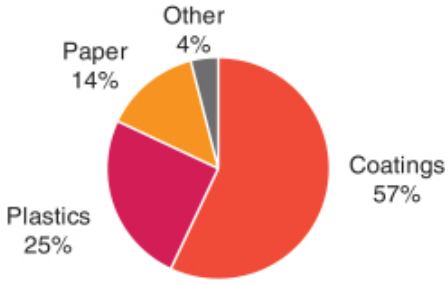
Highly efficient large scale assets based on our proprietary chloride technology and superior feedstock flexibility have historically provided us with a cost advantage in producing TiO_2. All of our production facilities use our proprietary chloride process technology, providing us with one of the industry's lowest manufacturing cost positions. We have the ability to deliver superior product quality and consistency to our customers.

A breakdown of our TiO_2 sales by region and by category is shown in the charts below:

2014 Sales by Region



2014 Sales by End Market



Industry demand for TiO_2 is generally expected to be in line with global GDP, but can be cyclical due to economic and industry specific demand and inventory fluctuations. In developing economies, industry demand is projected to be approximately twice that of developed economies.

History of TiO_2 Production

Titanium dioxide was first manufactured and used commercially in 1916 at Fredrikstad, Norway. It was produced by mixing sulfuric acid with titanium-bearing ores in order to dissolve and separate titanium from the underlying ore. This process is known as the sulfate process.

DuPont entered the TiO_2 market in 1931 with the acquisition of Krebs Pigment, based in Wilmington, Delaware. The site is known today as the Edge Moor plant. In the 1940s, DuPont began developing a new TiO_2 manufacturing process, which is known as the chloride process. The chloride process uses high temperature chlorination of titanium-bearing ores to separate titanium from iron and other metals. The resulting titanium tetrachloride is then oxidized in high temperature reactors to produce TiO_2 particles. This method of manufacture directly produces the rutile crystal of TiO_2 while the early sulfate process produced the anatase crystal form of TiO_2. The chloride process delivers a higher quality product with fewer impurities than the sulfate process. Moreover, the waste and by-products generated by the chloride process are less than the waste and by-products generated from the sulfate process. DuPont began commercializing TiO_2 product using the chloride process at the Edge Moor plant in 1953. Today, several TiO_2 producers use the chloride process, accounting for substantially all of North American TiO_2 production and approximately 44 percent of global capacity. Chemours uses only its proprietary chloride process.

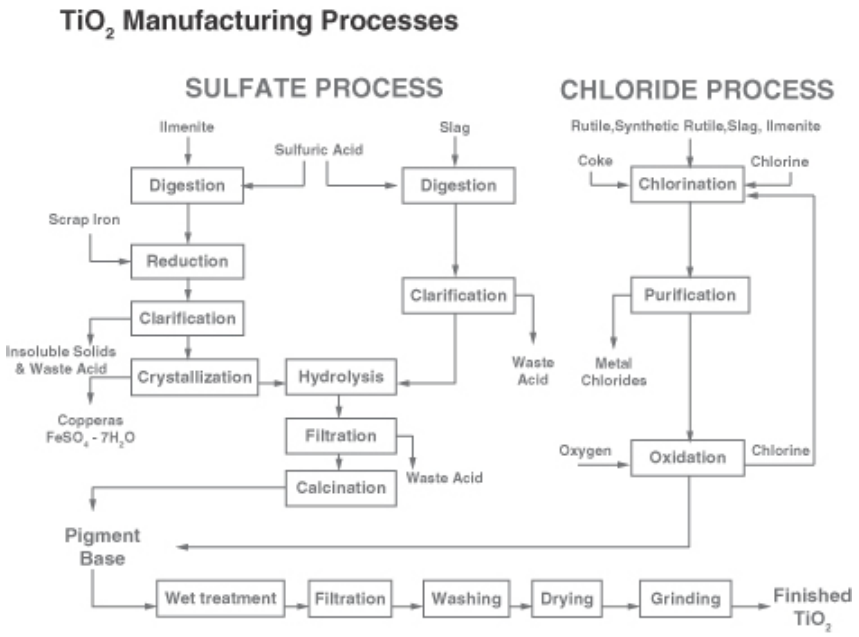
We operate two other TiO_2 production facilities in the United States, located in New Johnsonville, TN and DeLisle, MS. These production facilities began operations in 1959 and 1979, respectively, and are the two largest TiO_2 production facilities in the world. In 1994, we began operating our Taiwan production facility, which primarily serves the Asia Pacific region. In addition, in 1976, we began chloride production at the Altamira, Mexico production facility, which is currently being expanded to include a new TiO_2 production line. Customers in Europe are supplied through a large-scale repackaging and distribution facility in Kallo-Antwerpen, Belgium, that receives bulk TiO_2 shipments from North America.

TiO_2 Chloride Manufacturing Process

The chloride process uses high temperature chlorination of titanium-bearing ores to separate titanium from iron and other metals. The resulting titanium tetrachloride is then oxidized in high temperature reactors to produce TiO_2 particles. This method of manufacture produces the rutile crystal of TiO_2 while the early sulfate process produced the anatase crystal form of TiO_2. The rutile form delivers better opacity than the anatase form and was

a step-change in product quality at the time of introduction. Rutile TiO_2 is preferred over anatase TiO_2 for many of the largest end-use applications, such as coatings and plastics, because its superior opacity imparts better hiding power at lower quantities than the anatase form and it is more suitable for outdoor use because it is more durable. As process technologies evolved over time, sulfate technology has improved and today is also able to produce the rutile crystal form of TiO_2 and products which perform comparably to chloride products in several applications. However, the TiO_2 produced by chloride process remains the preferred pigment for many higher end applications of TiO_2.

All of our TiO_2 is produced using the chloride process. Our chloride process technology is the industry leader on the basis of cost efficiency of our manufacturing operations, feedstock ore flexibility and product quality and consistency. Moreover, our process is unique in its ability to chlorinate ilmenite ore, which has significantly less titanium content than rutile ore and is a cheaper feedstock source as a result. The creation of TiO_2 is the result of numerous complex and hazardous chemical processes. We emphasize employee and process safety, which is evidenced by our strong safety track record.



Business

We are the world's largest producer of TiO_2. We market our products under the Ti-Pure® brand for a diverse range of industrial applications primarily in coatings, plastics, laminates and paper products end markets. Our leading competitive position is the result of our low manufacturing cost and ability to offer superior quality, delivery reliability and technical services for our customers. Our ability to reliably deliver consistent, high quality TiO_2 leads to greater customer satisfaction and consequently increased customer loyalty.

Our proprietary chloride process is unique in the industry as it reflects the long-standing technology advantage that we have relative to our competitors. Our process technology delivers best-in-class productivity, operating rates, manufacturing scale, product consistency and feedstock flexibility and allows us to achieve an advantaged cost position that we believe is sustainable, relative to our major competitors that produce similar quality product offerings. Additionally, our ability to use lower grade ilmenite ore feedstock to produce high quality product is an advantage that we believe is currently unmatched by any of our major competitors.

We are constructing a new 200,000 metric ton line at our Altamira facility in Mexico. Production at the expansion is scheduled to start up in mid-2016 and is expected to increase our worldwide TiO_2 production capacity to approximately 1.4 million metric tons per year and improve the overall efficiency of our production circuit. This new line incorporates our latest TiO_2 production technology with the ability to use various grades of ore to produce high quality TiO_2 products. This line is expected to be one of the lowest cost TiO_2 production lines in the world and will benefit from Altamira's existing integration into our global supply chain.

We have operated a titanium mine in Starke, Florida since 1949. The mine provides us with access to a low cost source of domestic, high quality ilmenite feedstock. Co-products of our mining operations are zircon (zirconium silicate) and staurolite minerals. We are a major supplier of high quality zircon in North America, primarily focused on the precision investment casting (PIC) industry, foundry and specialty applications, and ceramics. Our staurolite blasting abrasives, sold as Starblast™, are widely used in steel preparation and maintenance, and paint removal.

Our plants and equipment are maintained and in good operating condition. We believe we have sufficient production capacity to meet demand in 2015. Properties are primarily owned by Chemours; however, certain properties are leased. Certain properties are shared with other tenants under long-term leases.

We recognize that the security and safety of our operations are critical to our employees, community and to the future of Chemours. Physical security measures will be combined with process safety measures (including the use of inherently safer technology), administrative procedures and emergency response preparedness into an integrated security plan. Prior to the separation, DuPont conducted vulnerability assessments at our operating facilities in the U.S. and high priority sites worldwide and identified and implemented appropriate measures to protect these facilities from physical and cyber-attacks. We intend to conduct similar vulnerability assessments periodically post-separation. We are partnering with carriers, including railroad, shipping and trucking companies, to secure chemicals in transit.

We sell approximately 20 different grades or forms of TiO_2, each tailored for different applications. Key Ti-Pure® titanium dioxide products are shown in the table below along with their respective key applications:

	Titanium Technologies	
Product Group	**Key Products**	**Key Applications**
Coating Applications	• Ti-Pure® R902+	• Easily dispersed universal grade
	• Ti-Pure® R706	• Blue undertone universal grade
	• Ti-Pure® R931	• Flat/matte finish coatings
	• Ti-Pure® R960	• High durability coatings
	• Ti-Pure® Select 6200	• High dispersion, high durability
	• Ti-Pure® R746	• Slurry form universal grade
	• Ti-Pure® R741	• Slurry form of flat/matte finish grade
	• Ti-Pure® Select 6300	• New, high efficiency flat/matte grade
Plastics Applications	• Ti-Pure® R101	• Polyolefin and chalking PVC
	• Ti-Pure® R103	• Urethane, rubber, ABS applications
	• Ti-Pure® R104	• High dispersion for polyolefin masterbatches
	• Ti-Pure® R105	• PVC and highly durable polyolefin
	• Ti-Pure® R350	• Semi-durable polyolefin and ABS
Paper and Laminates Applications	• Ti-Pure® T796+	• Light stable laminate papers
	• RPS Vantage®	• Coated paperboard, coated paper, filled sheet

As shown above, the product groups for which TiO_2 is a critical input are coatings, plastics, and paper and laminates. In coatings, TiO_2 is used to provide opacity, brightness and durability in industrial coatings. TiO_2 is also used in coatings for home interiors and exteriors, automobiles, aircraft, machines, appliances, traffic paint and other special purpose coatings. In plastics, TiO_2 is used to improve the optical and physical properties, including whiteness and opacity, in plastic items such as containers and packaging materials, and in vinyl products such as windows, doors and siding. TiO_2 is also used to provide hiding power, neutral undertone, brightness and surface durability for plastic housewares, appliances, toys, computer cases and food packages. In paper, TiO_2 is used to provide whiteness, brightness, opacity and color stability. TiO_2 is also used in paper laminates as an opacifier to enable a vivid color palette in laminate furniture, flooring and cabinets that does not fade with exposure to sunlight.

TiO_2 Industry Overview and Competitors

Worldwide effective capacity in 2014 was estimated to be approximately 6.8 million tons. This capacity base was sufficient to serve worldwide demand for TiO_2 in 2014 of approximately 5.6 million tons.

The global TiO_2 market in which we operate is highly competitive. Competition is based primarily on product price, quality and technical service. We face competition from producers using the chloride process as well as those using the sulfate process. Furthermore, due to the low cost of transporting TiO_2, there is also competition between producers with production facilities located in different geographies, with the cost advantage belonging to the production facility that is closest to the customer.

In most regions of the world, we compete primarily against large multinational producers such as The National Titanium Dioxide Company, Ltd. (Cristal), Huntsman International LLC, Kronos Worldwide, Inc. and Tronox Limited. In recent years, manufacturing capacity of those multinational producers has only modestly increased, primarily due to de-bottlenecking of the industry's existing production facilities.

In addition to these multinational producers, we also compete against numerous smaller producers, including Chinese producers, who have significantly expanded their TiO_2 production capacity over the last decade. However, most Chinese producers primarily utilize the sulfate process to produce a product line that, while cost competitive in China, is suitable principally for lower-end applications. We believe that some local producers in China may be required over time to incur additional capital expenditures to meet increasing environmental standards. In fact, due to increasing concerns about pollution in China, the government has enacted the TiO_2 Industry Access Conditions and the Environmental Protection Law which is scheduled to go into effect in 2015. These laws are expected to exert pressure on the heavily polluting small and medium-sized enterprises.

TiO_2 is an approximately $15 billion annual market globally, as of 2011. Global growth in TiO_2 demand tracks GDP growth in developed markets, but regional and application specific growth rates may vary depending on application technology, and the relative rate of growth in the housing, construction, automobile manufacturing, white goods and packaging industries.

Research and Development

Our research and development team has responsibility for improving chloride production processes, improving product quality and strengthening our competitive position by developing new applications. Our research and development efforts in titanium technologies are focused on the following areas:

- Process technology innovations, which deliver cost efficiencies by lowering raw material and energy consumption and enhancing ore source flexibility, while effectively managing the impurities contained in those ores;
- Process technology innovations that enable us to significantly increase the throughput capacity of current production lines at investment levels far below those of brownfield or greenfield lines;

- Innovations based on the unique TiO_2 particle formation capability of our chloride process which enable greater product differentiation relative to competitors; and
- Improved product offerings to enable more efficient usage of TiO_2 in our customers' products, thereby resulting in lower cost or better product performance for our customers.

Raw Materials

The primary raw materials used in the manufacture of TiO_2 are titanium-bearing ores, chlorine, calcined petroleum coke and energy. We source titanium-bearing ores from a number of suppliers around the globe, who are primarily located in Australia, South Africa, Canada and Madagascar. To ensure proper supply volume and to minimize pricing volatility, we generally enter into contracts in which volume is requirement-based and pricing is determined by a range of mechanisms structured to help us achieve competitive pricing relative to the market. To ensure availability of supply, we typically enter into long-term supply contracts and source our raw material from multiple suppliers across different regions and from multiple sites per supplier. Furthermore, we typically purchase multiple grades of ore from each supplier to limit our exposure to any single supplier for any single grade of ore. Historically, we have not experienced any problems renewing such contracts for raw materials or securing our supply of titanium-bearing ores. Nevertheless, when such contracts expire we may be subject to current market pricing for the underlying raw materials.

We encourage the development of ore sources by offering off-take agreements to suppliers. We also play an active role in ore source development around the globe, especially for those ores which can only be used by us, given the capability of our unique process technology. Supply chain flexibility allows for ore purchase and use optimization to manage short-term demand fluctuations and for long-term competitive advantage. Our process technology and ability to use lower grade ilmenite ore gives us the flexibility to alter our ore mix to the lowest cost configuration based on sales, demand and projected ore pricing. Lastly, we have taken steps to optimize routes for distribution and increase storage capacity at our production facilities.

We believe we are one of the largest merchant buyers of chlorine in the United States. Transporting chlorine is becoming increasingly costly due to its hazardous nature and we have taken steps to reduce our exposure to this expense. In 2011, we entered into an agreement with Occidental Chemical Corporation, a subsidiary of Occidental Petroleum Corporation, to construct an onsite chlor-alkali production facility at our Johnsonville location. The chlor-alkali production facility began operation in May 2014. Calcined petroleum coke is an important raw material input to our process. We source calcined petroleum coke from well-established suppliers in North America and China, typically under contracts that run multiple years to facilitate material and logistics planning through the supply chain. Pricing depends on various market factors including refinery crude quality trends and coal price. Distribution efficiency is enhanced through use of bulk ocean, barge and rail transportation modes.

Lastly, energy is another key input cost into TiO_2 manufacturing process, representing approximately 10 percent of the production cost. Chemours has access to natural gas based energy at our four U.S. and Mexico TiO_2 production facilities and Florida minerals plant, supporting advantaged energy costs given the low cost shale gas in the United States. We continually evaluate investments to replace aging coal- and oil-based steam supply assets with natural gas at our sites. Natural gas-based cogeneration of steam and electricity is being extended as part of the major expansion at one of our TiO_2 production facilities.

Sales, Marketing and Distribution

We sell the majority of our products through our direct sales force located across 32 of the approximately 90 countries in which we sell. We also utilize third-party sales agents and distributors who are authorized to sell our products in the majority of markets served.

TiO_2 represents a significant raw material cost for our customers and as a result, purchasing decisions are often made by our customers' senior management team. Our sales organization works to develop and maintain close relationships with key decision makers.

In addition, our sales team and technical service team work together to develop relationships with all layers of our customers' organizations to ensure that we meet our customers' commercial and technical requirements. When appropriate, we collaborate closely with customers to solve formulation or application problems by modifying product characteristics or developing new product grades.

To ensure an efficient distribution, we have a large fleet of railcars, which are predominantly used for outbound distribution of products (TiO_2, TiC 14 and coproducts of manufacture) in the United States and Canada. Lease terms are typically staggered, which provides us with a competitive cost position as well as flexibility to on-hire and off-hire containers in response to changes in market conditions. A dedicated logistics team, along with external partners, continually optimizes the assignment of our transportation equipment to product lines and geographic regions in order to maximize utilization and maintain an efficient supply chain.

Customers

Globally, we serve approximately 850 customers through our Titanium Technologies segment. In 2014, our ten largest Titanium Technologies customers accounted for approximately 30 percent of the segment's sales. No single Titanium Technologies customer represented more than three percent of our sales in 2014. Our larger customers in the United States and Europe are typically served through direct sales and tend to have medium to long-term contracts. We serve our small- and mid-size customers through a combination of our direct sales and distribution network.

Our direct customers in Titanium Technologies are producers of decorative coatings, automotive and industrial coatings, polyolefin masterbatches, polyvinylchloride window profiles, engineering polymers, laminate paper, coatings paper and coated paperboard. We focus on developing long-term partnerships with key market participants in each of these sectors. We also deliver a high level of technical service to satisfy our customers' specific needs, which helps us maintain strong customer relationships.

Seasonality

The demand for TiO_2 is subject to moderate seasonality because certain applications, such as decorative coatings, are influenced by weather conditions or holiday seasons. As a result, our TiO_2 sales volume is typically lowest in the first quarter, highest in the second and third quarters and moderate in the fourth quarter. This pattern applies to the entire TiO_2 market, but may vary by region, country or application. It can also be altered by economic or other demand cycles.

Fluoroproducts Segment

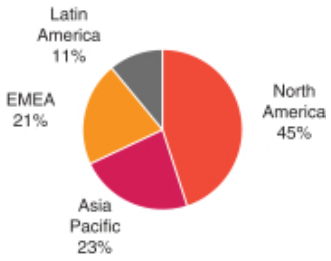
Our Fluoroproducts segment creates products for high-performance applications across a broad array of industries and is the global leader in providing sustainable fluoroproducts, such as refrigerants and industrial fluoropolymer resins and derivatives. We own the well-known brands Freon® and Teflon®, which are used across multiple products and end markets, including consumer cookware, chemical processing industry and electronics/semiconductors.

Our Fluoroproducts segment is a global leader in providing most sustainable fluorine-based advanced materials solutions. Our Fluoroproducts segment was the pioneer of fluorine chemistry in the first half of the 20th century and has continued to develop leading and innovative fluoroproduct technologies. Consequently, we have strong market positions in fluorochemical gases, fluoropolymer resins, fluoromonomers, fluorotelomers, fluoroelastomers, coatings, films and membranes. The unique chemical properties of fluorine, including chemical and electrical resistance, thermal stability and low surface energy, make fluoroproducts suitable as critical inputs in many applications across a broad variety of industries, including refrigeration, automotive, aerospace, personal care, wire & cable and electronics. Our Teflon® brand is globally well recognized and used in a diverse array of

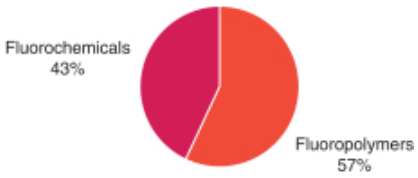
product applications and licensing agreements with partners. The success of the Fluoroproducts segment is based on our core competencies of leadership in fluorine chemistry and materials science, market-driven application development and commercialization, customer and channel knowledge, proactive development of sustainable solutions, strong intellectual property rights, process development and process safety management. Our Fluoroproducts segment supplies customers from 17 dedicated production facilities around the world with approximately half of our sales in North America.

A breakdown of Fluoroproducts' 2014 sales by region and product group is shown in the charts below:

2014 Sales by Region



2014 Sales by Product Group



History

Our Fluoroproducts segment was established in the first half of the 20th century, when DuPont pioneered the development of fluorine chemistry. Since then, DuPont has remained a leader in fluoroproduct innovation and continues to re-invent the category. We developed much of the science that makes air conditioning and refrigeration possible. Key milestones in the history of the Fluoroproducts segment are listed below:

1930: Freon® CFCs are first manufactured by DuPont in a JV with General Motors

1930s: DuPont commercializes Freon® CFCs and HCFCs

1938: DuPont scientists invent PTFE, the first fluoropolymer

1945: DuPont trademarks the fluoropolymer as Teflon®

1960s: Development of new technologies for fluoroplastics ion exchange membranes and fluorolubricants

1961: Cookware with DuPont Teflon® Nonstick Coatings was first introduced to retailers in the U.S.

1970s: DuPont identifies HFCs as a potential lower ozone depletion replacement for CFCs

1987: The Montreal Protocol details the phase out of CFCs/HCFCs over a 35-year period

1990s: DuPont commercializes HFCs to replace CFCs and HCFCs

2000s: DuPont introduces ISCEON® HFC blends as a drop-in replacement for HCFC

2006: The EU bans HFC-134a in car air conditioning starting 2012 and fully phased out in new cars by 2017

2007: DuPont and Honeywell jointly develop HFO-1234yf (Chemours brand Opteon® YF), as a low GWP HFC-134a replacement for car air conditioning

2011: First commercial shipment of Opteon® YF

2011: HFO-1336 foaming agent and liquid refrigerant development

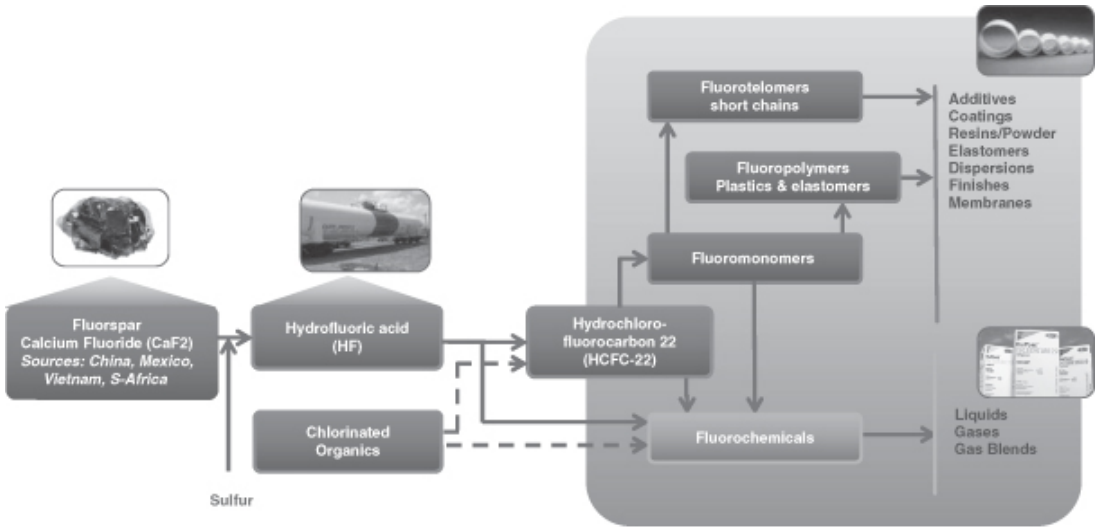
2013: Low global warming HFO refrigerants are commercialized

Business

The Fluoroproducts segment's specialty chemicals are critical for numerous industrial applications. We have established a global leadership position in fluoroproducts because of our leadership in fluorine chemistry and materials science, continuous innovation and market driven application development based on deep knowledge of our customers' product needs.

We are cost competitive in our key markets due to our manufacturing expertise, scale and integrated global supply chain. We also benefit from the geographic proximity of our technical resources to key customers and our high quality product offering. Our strategy is to maximize productivity for our most mature product lines while investing differentially in higher growth, higher performance and more sustainable new fluoroproduct offerings.

Our integrated manufacturing process is shown in the chart below:



Fluorine chemistry is highly complex; however, as one of the pioneers of fluorine chemistry, we have decades of experience. To liberate elemental fluorine, we transform calcium fluorite (fluorspar ore) into hydrofluoric acid. Multiple chemical processes are then utilized to transform hydrofluoric acid into fluorochemicals, fluoroplastics, fluoropolymers, fluoromonomers, fluorotelomers, fluoroelastomers, films, membranes and coatings.

The manufacturing of fluoroproducts involves intermediates that are highly corrosive and hazardous in complex processes. We have an industry-leading safety culture and apply world-class technical expertise to ensure that our operations are run safely and reliably. These capabilities also enable us to continuously improve production yields, reduce unplanned downtime and increase our throughput, which in turn improves our overall manufacturing efficiency.

The high value, advanced materials created by Chemours enable global markets and industries to address challenging science and technology requirements where traditional chemicals and engineered materials break down or do not perform as effectively. Fluorine-based advanced materials have numerous beneficial properties including high chemical inertness, high temperature resistance, UV resistance, low friction properties, dielectric strength and non-flammability. Consequently, they are uniquely suited for markets such as cooling, refrigeration, lubrication, electrical insulation, non-stick coatings and fire suppression. For many applications, fluoroproducts provide significant performance and cost advantages over potential substitute products.

Our Fluoroproducts segment sells products through two principal groups: fluorochemicals and fluoropolymers, the key products and key applications for which are shown in the table below:

Fluoroproducts

Product Group	Key Products	Key Applications
Fluorochemicals	• ISCEON®, Freon®, Opteon® Refrigerants • Formacel® Foam Expansion Agents • Dymel® Aerosol Propellants • FM 200® Clean Agent Fire Extinguishants	• Commercial Refrigeration • Refrigerated Transport • Residential, Commercial and Automotive Air Conditioning • Foam Expansion Agent for Construction • Propellants for Personal Care • Clean Agent Fire Suppression Systems for data rooms
Fluoropolymers	• Teflon® PTFE Resins • Teflon® and Tefzel®Melt Processable Fluoropolymer Resins • Viton® Fluoroelastomers • Krytox® Performance Lubricants • Nafion® Ion Exchange Membranes • Teflon® Consumer and Industrial finishes • Capstone® and Teflon® Surface Active Agents	• Aerospace Materials • Chemical Processing • Semiconductor Manufacturing • Telecom Wire and Cabling • Automotive Hoses, Gaskets • Sintered bearings lubrication • Chloralkali production • Non-stick Cookware • Upholstery • Industrial Bakeware • Surfactants in Paint • Fire Fighting Foams in Oil & Gas

Fluorochemicals

Our fluorocehmicals business is focused on two key strategies that relate to strong advocacy for more stringent environmental legislation. One, we introduce new IP-protected products into the market to meet new environmental regulations. Second, we focus on extracting maximum value from existing fluorochemical products that are being phased down.

Our fluorochemicals products include refrigerants, foam expansion agents, propellants and fire extinguishants.

Refrigerants include more than twenty fluorinated gases and liquids and blends; applications include automotive air conditioning, commercial refrigeration and refrigerated transport. We are the leading global refrigerants producer due to our ability to produce innovative products and we have been able to effectively transition from one product generation to the next over three significant waves in refrigerant technology.

Change in the refrigerants industry is primarily driven by environmental regulatory change. As new regulations are implemented, customers are required to transition to new products and technologies to meet tighter regulatory standards. Chemours was the first manufacturer of CFCs based refrigerants and has continued to stay at the forefront of industry and regulatory changes, proactively driving development and leading industry transitions to more sustainable technologies over time. We took a leadership role in the transition from ozone-depleting CFCs to less ozone-depleting HCFCs and were once again at the forefront in leading the industry transition from HCFCs to non-ozone depleting HFCs as stipulated by the Montreal Protocol. Chemours currently produces both second

generation HCFC products (such as HCFC-22) and third generation HFC products (such as ISCEON®). As a result of additional regulatory changes, the typically higher GWP HFCs are also gradually being phased down over time. In response, we have developed a fourth generation HFO platform, including HFO-1234yf (which Chemours markets and sells under the brand name Opteon® YF), an innovative, low-GWP refrigerant jointly developed by Chemours, through DuPont, and Honeywell International, Inc. in response to the European Union's (EU) Mobile Air Conditioning (MAC) Directive. This patented technology is both zero ozone depleting and has very low GWP while keeping the functionality of HFCs. Even though the joint development activities resulted in a commercially available refrigerant satisfying the MAC Directive, the European Commission launched an investigation in 2011 and in October 2014, announced its preliminary view that the agreements between the companies regarding production may have hindered competition in violation of the EU's antitrust laws. The Commission seeks fines and equitable relief to increase competition, including cessation of cooperation between the companies. Chemours and Honeywell have always marketed and sold the refrigerant separately and independently. Chemours, through DuPont, has complied at all times with applicable laws in the development and production of HFO-1234yf and plans to vigorously defend against the Commission's allegations and preliminary conclusions. Chemours does not expect this matter to have a material impact on its results of operations.

Chemours' proprietary Opteon® YF is a next generation automotive air conditioning refrigerants with lower cost per vehicle versus alternative low-GWP products. It is designed as a strong candidate to replace HFC-134a, the HFC automotive air conditioning refrigerant currently used in automotive air conditioning applications. Opteon® YF has 99.9 percent lower GWP than HFC-134a and well below the 150 GWP threshold required by the MAC Directive. It offers automotive manufacturers an optimal balance of performance, cost, energy efficiency and improved sustainability, especially under current regulatory trends in the EU, U.S. and Japan. ISCEON® is part of our third-generation HFC product family and serves as a drop-in replacement for HCFCs which are being phased out under the Montreal Protocol. ISCEON® enables the continued use of existing equipment with minimal downtime for retrofitting and the avoidance of costly equipment replacement. ISCEON® is patent protected and continues to be an important product for the Fluoroproducts segment.

Our future performance in refrigerants will be driven in part by our ability to successfully manage product line transitions by continuing to meet demand for products that are being phased down, while remaining a leader in the introduction of new, more sustainable, cost-effective and easy to implement solutions that allow customers to adopt products to meet new regulatory requirements. We have consistently demonstrated expertise in these core capabilities by developing sustainable technology trade secrets and patents.

Our Formacel® foam expansion agents (FEA) are used in a variety of construction, appliance, transportation, packaging and other applications in the thermoset and thermoplastic industries. We are developing a novel fourth generation foam expansion agent for polyurethane foams, HFO-1336mzz, which will be marketed as Formacel® 1100 foam expansion agent. The product not only has zero ozone depletion potential (ODP) and less than one percent of the GWP of the HFCs currently used in rigid polyurethane insulating foam, but is non-flammable and offers superior insulation performance compared to alternative technologies.

Chemours' Dymel® propellants are used in a broad variety of applications including household products, such as hair sprays and air fresheners and industrial products, such as adhesives, spray paints and insulating foams. Our Dymel® propellants are used as safe alternatives to smog forming and volatile organic compounds (VOC) or flammable propellants. Due to their low VOC formulation potential, Dymel® 152a propellants enable manufacturers to comply with local, state and federal air quality standards.

Our clean agent fire extinguishants offer increased safety, non-conductivity, non-corrosiveness and the absence of residue upon usage. Because of these properties, they are preferred solutions for applications such as computer rooms, museums, hospitals, laboratories and airplanes where suppressing fire quickly while protecting people and assets is paramount. Our clean agent product lines are branded and include the leading FM-200® and FE-25™ trademarks.

We maintain strong positions in the markets for clean agents fire extinguishants and propellants due to our competitive cost position and leading regulatory and product stewardship.

Fluoropolymers

Our fluoropolymers business is an industry that grows mostly in line with GDP in developed markets and slightly above GDP in emerging markets. Fluoropolymers have a wide-variety of industrial and consumer applications including automotive, aerospace, wire and cable, cookware, apparel and coatings.

Our fluoropolymers products include a broad range of industrial fluoropolymer resins and diversified products such as Krytox® performance lubricants, Nafion® ion exchange membranes, Teflon® consumer and industrial finishes and Capstone® and Teflon® surface active agents.

Industrial fluoropolymer resins are used across a broad range of applications in various industries such as automotive, wire and cable, aerospace, semiconductors and chemical processing. Industrial fluoropolymer resins products fall into three principal product lines: Teflon® branded PTFE resins, melt processable fluoropolymers such as Teflon® branded fluorinated ethylene propylene and perfluoroalkoxy and Tefzel® branded ethylene-tetrafluoroethelyne fluoroplastics, and Viton® branded fluoroelastomers.

In general, Chemours has strong leadership positions in high-end fluoroplastic product lines used in high-value applications, many of which require specification with industrial customers. We continue to introduce differentiated offerings to meet customers' critical needs. Our ECCtreme™ ECA 3000 fluoroplastic resin is an industry-changing class of high-temperature perfluoroplastic (HTP) that combines the beneficial properties of typical perfluoroplastics with the potential capability to maintain operational performance under extreme temperatures and extreme conditions. The first of its kind, ECCtreme™ ECA 3000 fluoroplastic resin, the first thermoplastic with a UL® certification for continued use above 300°C addresses the demand for HTPs in sustainable energy production, particularly in wire and cable applications.

Industrial products developed with Teflon® fluoroplastic resins have exceptional resistance to high temperatures, corrosion and stress cracking. The properties of Teflon® make it the preferred solution for many industrial applications and different processing techniques. Teflon® continues to have strong brand recognition and customer preference due to its unique properties, which will drive growth in branded fluoropolymer offerings. Chemours' industrial fluoroplastic resins business includes a broad range of PTFE applications and a portion of the branded Teflon® franchise, principally Teflon® films and numerous other industrial applications, such as automotive, cabling materials, aerospace and renewable energy. PTFE is a versatile industrial fluoropolymer resin and its various grades are used in both specialized and lower-end product applications. For lower-end applications such as stock shapes for chemical processing equipment, PTFE is a commodity product. For higher-end applications such as aerospace, PTFE is formulated to provide distinct performance characteristics and is a specialty product.

Viton®, our leading fluoroelastomer, is used to improve systems durability, minimize systems downtime and repair seal failures because of its high chemical and temperature resistance. It is the most specified fluoroelastomer for fuel system seals and hoses, O-rings and gaskets in automotive applications.

In the industrial fluoropolymer resins market, product differentiation, and productivity are becoming increasingly important to our success. Going forward, the industrial fluoropolymer resins business will continue to focus on commercializing higher-end products and branded offerings at a premium price while also prioritizing manufacturing productivity through process innovation.

With Krytox® Performance Lubricants, Chemours is one of the global leaders in the perfluoropolyether (PFPE) oils and greases markets. Krytox® offers a combination of outstanding lubrication and highly desirable chemical properties that increase the service life and productivity of industrial machinery and components in the

automotive and aerospace industries. Krytox® oils and greases are nontoxic, can be regenerated and last longer than conventional lubricants. They are also non-flammable, chemically inert and maintain their lubricity and viscosity in extreme low or high temperatures and humidity.

We are one of the global leaders in the ion exchange perfluorinated membranes market through our ion-exchange product, Nafion®. Our membranes offer high conductivity to cations, chemical resistance and resistance to high operating temperature. The primary application for Nafion® is production of chlorine and caustic soda by electrolysis. This has become the preferred method for chlorine and caustic soda production because of its significant operating cost advantages over older mercury and diaphragm technologies.

Fluoropolymers business also includes our globally recognized Teflon® branded line of finishes, which are, for example, used as coatings in the manufacturing of easy-to-clean, non-stick cookware. The brand is also used in conjunction with our industrial finishes, as well as fluoroadditives, which are used in textiles to provide oil and water repellency and in paints to provide easy-to-clean functionality. Our broad family of surface active agents includes fluoroadditives, repellants and surfactants commercialized under the Capstone® and Teflon® trademarks. They are used in a wide variety of industries and applications around the world such as fluorosurfactants in architectural paint.

Industry Overview and Competitors

Our Fluoroproducts segment is the global leader in providing sustainable, fluorine-based, advanced material solutions. Our Fluoroproducts segment competes against a broad variety of global manufacturers, including Honeywell, Arkema, Mexichem, Daikin, Solvay and Dyneon, as well as local Chinese and Indian manufacturers. We have a leadership position in fluorine chemistry and materials science, a broad scope and scale of operations, market driven application development and deep customer knowledge.

Chemours has global leadership positions in a number of fluoroproduct categories as set forth in the table below:

	Fluoroproducts Leadership Positions		
Product Group	**Position**	**Key Applications**	**Key Competitors**
Fluorochemicals	#1 Globally	Refrigeration and Air conditioning	Honeywell, Arkema, Mexichem, Dongyue, Juhua
Fluoropolymers	#1 Globally	Diversified industrial applications	Daikin, 3M, Solvay, Asahi Glass Company, Dongyue, Chenguang, Whitford

We believe the size of the global fluoroproducts end markets that we serve was approximately $10 to $12 billion in 2014. We believe the fluoroproducts demand growth in developed markets is in line with global GDP, whereas demand growth in emerging markets is higher than GDP. Developed markets represent the largest fluoroproducts markets today. Emerging markets and especially China present the largest potential growth markets driven primarily by the emergence of a very large middle class and the increasing demand for consumer electronics, telecommunications, automobiles, refrigerators, air conditioners and an expanding infrastructure, all of which require fluoroproducts to operate effectively.

Research and Development

Our Fluoroproducts segment conducts R&D at dedicated research facilities, technical service labs and production facilities. We have 11 research and technical service locations in the U.S., Europe and Asia Pacific, with the highest concentration of researchers in Wilmington, Delaware.

Our current R&D focus is on the implementation of asset productivity programs and the development of new products for sustainable growth. Fluorochemicals' R&D efforts are focused on low global warming alternatives for HFCs. Product development, process development, and application all revolve around low global warming alternatives for HFCs. Fluoropolymers' R&D efforts are focused on existing plant productivity and new product generation. Areas of new product generation include fluoropolymers, oil and water repellants, surfactants, ion exchange membranes, and lubricants. A deep understanding of our customers is at the core of our innovation process.

Raw Materials

The primary raw materials required to support the Fluoroproducts segment are fluorspar, chlorinated organics, chlorinated inorganics, hydrofluoric acid and vinylidene fluoride. Fluorspar is available in many countries and not concentrated in any particular region.

Our supply chains are designed for maximum competitiveness through advantaged sourcing of key raw materials. Starting with our sourcing agreements, we use a mixture of fixed and market-based pricing and we engage in long-term supply contracts to ensure a reliable supply of raw materials. Although the fluoroproduct industry has historically relied primarily on fluorspar exports from China, Chemours has diversified its sourcing through multiple geographic regions and suppliers to ensure a stable and cost competitive supply. The current supply agreements are generally in effect through 2020.

Fluoroproducts raw material needs are covered by contracts with terms that span from two to ten years, except for the purchase for resale from China that are negotiated on a monthly basis. Most qualified Fluorspar sources have market based pricing.

Sales, Marketing and Distribution

With more than 85 years of innovation and development in fluorine science, our technical, marketing and sales teams around the world have deep expertise in our products and their end-uses and work with customers to select the appropriate fluoroproducts to meet their performance needs. We sell our products through direct channels and through resellers. Selling agreements vary by product line and markets served and include both spot pricing arrangements and longer term contracts with a typical duration of one-year.

We maintain one of the largest fleets of railcars, tank trucks and containers in the fluoroproducts industry. For the portion of the fleet that is leased, related lease terms are usually staggered, which provides us with a competitive cost position as well as the ability to adjust the size of our fleet in response to changes in market conditions. A dedicated logistics team, along with external partners, continually optimizes the assignment of our transportation equipment to product lines and geographic regions in order to maximize utilization and flexibility of the supply chain.

Customers

We serve thousands of customers and distributors globally and in many instances these commercial relationships have been in place for decades. No single Fluoroproducts customer represented more than 10 percent of our sales in 2014.

Seasonality

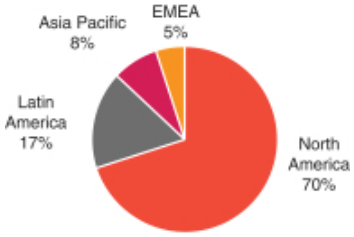
Seasonality in Fluorochemicals sales is driven by increased demand for residential, commercial and automotive air conditioning in the spring. This demand peaks in the summer months and declines in the fall and winter. Commercial refrigeration demand is fairly steady throughout the year, but demand is slightly higher during the summer months. There is no significant seasonality for Fluoropolymers as demand is consistent throughout the year. Slight increases in demand are typical during construction season (e.g. warmer months).

Chemical Solutions Segment

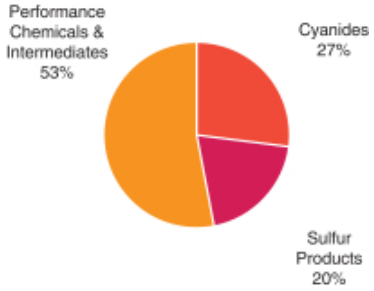
Our Chemical Solutions segment comprises a diverse portfolio of industrial and specialty chemical businesses primarily operating in the Americas. Chemical Solutions' products are used by a diverse group of industries in which they serve as important raw materials and effect chemicals for industries including, among others, gold production, oil refining agriculture and industrial polymers. We are the leading provider of several Chemical Solutions products, including cyanide and sulfuric acid. Chemical Solutions generates value through the use of market leading manufacturing technology, safety performance and product stewardship, and differentiated logistics capabilities.

Chemical Solutions operates at 12 dedicated production facilities, which are concentrated in North America. Chemical Solutions sells our products and solutions through three primary product groups: Cyanides, Sulfur Products, and Performance Chemicals & Intermediates. Performance Chemicals & Intermediates business includes a number of product lines including Clean & Disinfect chemicals, Aniline, Methylamines and Reactive Metals. A breakdown of Chemical Solutions' 2014 sales by region and primary product groups is shown in the charts below.

2014 Sales by Region



2014 Sales by Product Group



Business

The industrial and specialty chemicals produced by our Chemical Solutions segment are important raw materials for a wide range of industries and end markets. We hold a long standing reputation for high quality and the safe handling of hazardous products such as sodium cyanide and sulfuric acid. We believe that we have leading cost positions in cyanides, sulfur products and our clean & disinfect products. We believe that our costs positions in these products are the result of our process technology, manufacturing scale, efficient supply chain and proximity to large customers. Our Chemical Solutions segment also holds, and occasionally licenses, what we believe to be the leading process technologies for the production of aniline, a key building block for polyurethanes, and for hydrogen and sodium cyanide, which are used in industrial polymers and in gold production.

Our Chemical Solutions segment consists of three primary product groups, the key products and key applications for which are summarized as follows:

Chemical Solutions		
Product Group	**Key Products**	**Key Applications**
Cyanides	• Sodium Cyanide	• Gold and Silver Mining
	• Hydrogen Cyanide	• Acrylics
	• Potassium Cyanide	• Plating/Pharmaceuticals
Sulfur Products	• Non-Fuming Sulfuric Acid	• Refining
	• Spent Acid Regeneration	• Chemicals, Paper, Metal Water Treatment
	• Sulfur Derivatives – Oleums, SO_3, Chlorosulfonic Acid (CSA)	• Surfactants, Personal Care
Performance Chemicals & Intermediates		
	• Chlorine Dioxide	• Water Sanitation and Treatment, Oil and Gas
	• Virkon® Disinfectants	• Animal and Human Health, Bio-security
	• Glycolic Acid	• Industrial Cleaning
	• Oxone® Chlorine free oxidizer –	• High Purity Anti-aging Ingredient
		• Pool and Spa care
	• Aniline	• MDI (methylene diphenyl disocyanate) for Rigid Polyurethane Foam for Construction and Refrigerators Insulation
	• Nitrobenzene	• Rubber Chemicals, Dyes and Pigments
	• Nitric Acid	• Agricultural Chemicals
	• Amines – MMA, DMA, TMA	• Water Treatment Chemicals
	• Amides – MMF, DMF	• Oil and Gas Drilling
	• DMAc	• Electronics
	• DMS	• Industrial Solvents
	• Vazo® Azo Free Radical Initiator –	• Surfactants, Fabric Softeners
	• Sodium Metal	• Pulp and Paper, Titanium, Silicon
	• Lithium Metal	• Life Sciences, Batteries
		• Bio-Diesel

Cyanides

The principal product of our Cyanides product group is solid sodium cyanide, of which we are a leading producer in the Americas. Solid sodium cyanide is primarily sold for gold and silver production because it is the most efficient and lowest cost method to leach ore. Among the on-purpose producers of solid sodium cyanide, we hold a superior delivered-cost position in the Americas primarily due to higher hydrogen cyanide yields, attractive raw material cost (ammonia and natural gas), economies of scale and close proximity to our customer base. Though sodium cyanide only represents two to three percent of ore extraction cost, it is essential to the ore extraction process. Demand for solid sodium cyanide in the Americas has increased substantially over the last decade because of increased gold mining activity due to the region's structurally lower ore and refining costs, and resulting increases in production.

Our leading position in cyanides is attributable to our proprietary advanced technological capabilities in next-generation hydrogen cyanide and sodium cyanide manufacturing, best-in-class product stewardship and global distribution capabilities. Our ability to source and produce locally coupled with our strong distribution capabilities through strategically located warehouses, re-packing terminals and differentiated packaging are key differentiators. In addition, our reputation for supply safety is highly valued by our customers. Since operations began approximately 60 years ago, the cyanides business has had a leading safety record, lending confidence to customers that our products will be delivered safely.

Sulfur Products

The U.S.-based Sulfuric Acid Products product group is a leading producer of both non-fuming sulfuric acid products and higher value sulfur derivative products (HVSDs) such as oleum, sulfur trioxide and chlorosulfonic acid. We also provide spent acid regeneration and sulfur gas recovery services to the oil refining industry, where our merchant regeneration capacity is ranked #1 and #2 in the U.S. Northeast and Gulf Coast, respectively. Non-fuming sulfuric acid is one of the most produced chemicals in the world by volume and it is an input in a broad range of industrial applications including inorganic and organic chemicals, catalysts, paper, water treatment and chemical process water removal. HVSDs are primarily used in surfactants, flame retardants and shampoos. As part of our suite of services, our Sulfur Products business offers customers the option to transport spent sulfuric acid back to us to be recovered and regenerated.

Our Sulfur Products operations rely on an advantaged supply chain that leverages multiple cost-competitive U.S. plant sites, best-in-class process technology via our *Acid Technology Center* and deep and long-held customer relationships. We are the industry leader in acid plant reliability and provide our customers with a secure supply of sulfuric acid and HVSDs.

Performance Chemicals & Intermediates

Performance Chemicals & Intermediates business manufactures a wide range of products including Clean & Disinfect chemicals, Aniline, Methylamines and Reactive Metals. Clean & Disinfect chemicals consist of chlorine dioxide (ClO_2), disinfectants, glycolic acid and Oxone®. These chemicals have leading positions in a number of segments including animal production bio-security through our Virkon® products, household and industrial cleaning solutions through our glycolic acid and Oxone® products and water disinfection through our ClO_2 offerings. Clean & Disinfect chemicals are well positioned to take advantage of potential growth in each of these end markets due to our technological expertise, product pipeline and broad global market access through our network of channel partners. Aniline is a critical raw material in methylene diphenyl diisocyanate (MDI) production, an essential component of polyurethane. Besides use in MDI production, aniline is used in rubber processing chemicals, specialty aramid fibers such as aromatic polyamide, agricultural chemicals such as amide herbicides, dyes and pigments. In Methylamines we provide key industries, including water treatment, agricultural chemicals and specialty fibers, a reliable domestic source of primary amines and the only domestic source for amides, dimethyleacetamide, dimethylformamide and dimethylsulfate in the U.S. In the Asia-Pacific region, Methylamines business primarily serves the specialty fibers and electronics segments. Methylamines

business also manages the manufacture and sales of Vazo®, azo free radical initiators, which are used in a range of chemical processes. We are the leading North American sodium metal producer serving the silicon, titanium, pulp and paper industries. We also produce lithium metal, which is sold for the production of butyl lithium.

	Chemical Solutions Leadership Positions		
Product (Product Group)	**Position**	**Key Applications**	**Key Competitors**
Cyanides	#1 in Solid Sodium Cyanide in Americas	Gold Production	Orica, Cyanco, Samsung
Sulfur Products	#1 in Spent Acid Regeneration in U.S. Northeast Region	Refining	Ecoservices, Chemtrade
	#2 in Spent Acid Regeneration in U.S. Gulf Coast Region		
Performance Chemicals & Intermediates	Leading positions in U.S. in number of products e.g.		
	Chlorine Dioxide	Water treatment	Evoqua, OxyChem
	Glycolic Acid	Household, institutional and industrial cleaning, Personal care	CABB, Taicang Xinmao
	Oxone®	Recreational Water treatment, dentures cleaning	United Initiators

Research and Development

The Chemical Solutions research and development team is primarily focused on developing and improving chemical production processes to improve asset safety, sustainability, capacity, productivity and product quality. The team also supports, from time to time, the licensing of proprietary technologies to generate incremental profitability and improving asset productivity across all businesses. The segment's new product research and development is limited and highly focused.

Raw Materials

Key raw materials for Chemical Solutions include ammonia, methanol, sulfur, natural gas, formaldehyde, hydrogen and caustic soda. We source raw materials from global and regional suppliers where possible and maintain multiple supplier relationships to protect against supply disruptions and potential price increases. To further mitigate the risk of raw material availability and cost fluctuation, Chemical Solutions has also taken steps to optimize routes for distribution, increase the storage capacity at our production facilities, lock-in long-term contracts with key suppliers and increase the number of customer contracts with raw material price pass-through terms. We do not believe that the loss of any particular supplier would be material to our business.

Sales, Marketing and Distribution

Our technical, marketing and sales teams around the world have deep expertise with our products and their end markets. We predominantly sell directly to customers, although we do also use a network of distributors for specific product lines and geographies. Sales may take place through either spot transactions or via long-term contracts.

Most of Chemical Solutions' raw materials and products can be delivered by efficient bulk transportation. As such, we maintain one of the largest fleets of railcars, tank trucks and containers in the chemicals industry. For the portion of the fleet that is leased, related lease terms are usually staggered, which provides us with a competitive cost position as well as the ability to adjust the size of our container fleet in response to changes in market conditions. A dedicated logistics team, along with external partners, continually optimizes the assignment of our transportation equipment to product lines and geographic regions in order to maximize utilization and flexibility of the supply chain.

The strategic placement of our production facilities in locations designed to serve our key customer base gives us robust distribution capabilities.

Customers

Our Chemical Solutions segment focuses on developing long-term partnerships with key market participants. Many of our commercial and industrial relationships have been in place for decades and are based on our proven value proposition of safely and reliably supplying our customers with the materials needed for their operations. Our reputation and long-term track record is a key competitive advantage as several of the products' end users demand the highest level of excellence in safe manufacturing, distribution, handling and storage. Chemical Solutions has Department of Transportation Special Permits and Approvals in place for distribution of various materials associated with each of our business lines as required. Our Chemical Solutions segment serves several hundred customers globally. Only one Chemical Solutions customer represented approximately 10 percent of segment sales in 2014.

Seasonality

Our sales are subject to minimal seasonality. Our Sulfur Products business is influenced by seasonal fluctuations as in the warmer summer months we typically sell a higher volume of acid due to oil refinery customers operating at higher capacities.

Chemours Intellectual Property

Intellectual property, including trade secrets, certain patents, trademarks, copyrights, know-how and other proprietary rights, is a critical part of maintaining our technology leadership and competitive edge. Our business strategy is to file patent and trademark applications globally for proprietary new product and application development technologies. We hold many patents, particularly in our Fluoroproducts segment, as described herein. These patents, including various patents that expire during the period of 2015 to 2034, in the aggregate, are believed to be of material importance to our business. However, we believe that no single patent (or related group of patents) is material in relation to our business as a whole. In addition, particularly in our Titanium Technologies segment, we hold significant intellectual property in the form of trade secrets and, while we believe that no single trade secret is material in relation to our combined business as a whole, we believe they are material in the aggregate. Unlike patents, trade secrets do not have a predetermined validity period, but are valid indefinitely, so long as their secrecy is maintained. We work actively on a global basis to create, protect and enforce our intellectual property rights. The protection afforded by these patents and trademarks varies based on country, scope of individual patent and trademark coverage, as well as the availability of legal remedies in each country. Although certain proprietary intellectual property rights are important to the success of our company, we do not believe that we are materially dependent on any particular patent or trademark. We believe that securing our intellectual property is critical to maintaining our technology leadership and our competitive position, especially with respect to new technologies or the extensions of existing technologies. Our proprietary process technology is also a source of incremental income through licensing arrangements.

Our Titanium Technologies segment in particular relies upon unpatented proprietary knowledge and continuing technological innovation and other trade secrets to develop and maintain our competitive position in this space. Our proprietary chloride production process is an important part of our technology and our business could be

harmed if our trade secrets are not maintained in confidence. In our Titanium Technologies intellectual property portfolio, we consider our trademark Ti-Pure® to be a valuable asset and have registered this trademark in a number of countries.

Our Fluoroproducts segment is the technology leader in the markets in which it participates. We have one of the largest patent portfolios in the fluorine derivatives industry. In our Fluoroproducts intellectual property portfolio, we consider our Suva®, ISCEON®, Freon®, Opteon®, Teflon®, Tefzel®, Viton®, Krytox®, Formacel®, Dymel®, FM 200®, Nafion® and Capstone®, trademarks to be valuable assets.

Our Chemical Solutions segment is a manufacturing and application development technology leader in a majority of the markets in which it participates. In our Chemical Solutions intellectual property portfolio, we consider our Virkon® and Oxone® trademarks to be valuable assets. Trade secrets are one of the key elements of our intellectual property security in Chemical Solutions as most of the segment's manufacturing and application development technologies are no longer under patent coverage.

Please also see the section entitled "Our Relationship with DuPont Following the Distribution" for a description of the material terms of the intellectual property license arrangements that we intend to enter into with DuPont prior to the consummation of the separation and distribution.

Chemours Production Facilities and Technical Centers

Our corporate headquarters are in [—], [—], and we will maintain a global network of production facilities and technical centers located in cost-effective and strategic locations. We will also use contract manufacturing and joint venture partners in order to provide regional access or to lower manufacturing costs as appropriate. The following chart lists our production facilities:

	Production Facilities			
	Titanium Technologies	Fluoroproducts	Chemical Solutions	Shared Locations
North America	• Edge Moor, DE • DeLisle, MS • New Johnsonville, TN • Starke, FL (Mine)	• El Dorado, AR(1) • Elkton, MD(1) • Louisville, KY • Fayetteville, NC • Deepwater, NJ • Corpus Christi, TX • LaPorte, TX(2) • Washington, WV • Maitland, Canada	• Red Lion, DE(1) • Wurtland, KY • Burnside, LA • Morses Mill, NJ(1) • Niagara, NY • Fort Hill, OH • N. Kingstown, RI(1) • Memphis, TN • Beaumont, TX • Borderland, TX(1) • James River, VA	• Pascagoula, MS (Chemical Solutions and Fluoroproducts)(3) • Belle, WV (Chemical Solutions and Fluoroproducts)(3)
EMEA		• Mechelen, Belgium • Villers St. Paul, France(1) • Dordrecht, Netherlands • Malmo, Sweden	• Sudbury, UK	
Latin America	• Altamira, Mexico	• Barra Mansa, Brazil(2)		

	Production Facilities			
	Titanium Technologies	Fluoroproducts	Chemical Solutions	Shared Locations
Asia Pacific	• Kuan Yin, Taiwan	• Changshu, China • Chiba, Japan (Joint Venture) • Shimizu, Japan (Joint Venture)		

(1) Leased from third party.
(2) Leased from DuPont.
(3) Shared facility between the Chemical Solutions and Fluoroproducts segments.

We have technical centers and R&D facilities located at number of our production facilities. We also maintain standalone technical centers to serve our customers and provide technical support. The following chart lists our standalone technical centers:

	Technical Centers			
Region	Titanium Technologies	Fluoroproducts	Chemical Solutions	Shared Locations
North America		• Akron, OH(2)		• Wilmington, DE (All Segments) (2), (3)
EMEA	• Moscow, Russia(1)	• Mantes, France(1) • Meyrin, Switzerland(2)		
Latin America	• Paulinia, Brazil(2) • Mexico City, Mexico(1)			
Asia Pacific		• Utsonomyia, Japan(2)		• Shanghai, China(2) (All Segments)

(1) Leased from third party.
(2) Leased from DuPont.
(3) There are two facilities in this location.

Chemours' plants and equipment are maintained and in good operating condition. Chemours believes it has sufficient production capacity for its primary products to meet demand in 2015. Properties are primarily owned by Chemours; however, certain properties are leased. No title examination of the properties has been made for the purpose of this report and certain properties are shared with other tenants under long-term leases.

Chemours recognizes that the security and safety of its operations are critical to its employees, community, and to the future of Chemours. Physical security measures have been combined with process safety measures (including the use of inherently safer technology), administrative procedures and emergency response preparedness into an integrated security plan. Prior to the separation, DuPont conducted vulnerability assessments at operating facilities in the U.S. and high priority sites worldwide and identified and implemented appropriate measures to protect these facilities from physical and cyber-attacks. Chemours intends to conduct similar vulnerability assessments periodically post-separation. Chemours is partnering with carriers, including railroad, shipping and trucking companies, to secure chemicals in transit.

Chemours Employees

We have approximately 9,000 employees, approximately 32 percent of whom are represented by unions. Management believes its relations with its employees to be good.

Regulatory

Chemours operates in a constantly evolving regulatory environment and we are subject to numerous and varying regulatory requirements for our operations and end products. It is our practice to identify potential regulatory risks early in the research and development process and manage them proactively throughout the product lifecycle through use of routine assessments, protocols, standards, performance measures and audits. Governing bodies regularly issue new regulations and changes to existing regulations and we have implemented global systems and procedures designed to ensure compliance with existing laws and regulations.

We continuously analyze and improve our practices, processes and products to reduce their risk and impact through the product life cycle. For example, in 2013, we met our commitment to no longer make, use or buy perfluorooctanoic acid (PFOA) by 2015, two years ahead of the U.S. EPA PFOA Stewardship Program.

We work collaboratively with a number of stakeholder groups including government agencies, trade associations and non-governmental organizations to proactively engage in federal, state, and international public policy processes ranging from climate change to chemical management. We also have ongoing interactions with our suppliers, carriers, distributors, and customers to achieve similar product stewardship.

Environmental Matters

Chemours' global manufacturing, product handling and distribution facilities are subject to a broad array of environmental laws and regulations. Such rules are subject to change by the implementing governmental agency, and Chemours monitors these changes closely. Company policy requires that all operations fully meet or exceed legal and regulatory requirements. In addition, Chemours implements voluntary programs to reduce air emissions, minimize the generation of hazardous waste, decrease the volume of water use and discharges, increase the efficiency of energy use and reduce the generation of persistent, bioaccumulative and toxic materials. Management has noted a global upward trend in the amount and complexity of proposed chemicals regulation. The costs to comply with complex environmental laws and regulations, as well as internal voluntary programs and goals, are significant and will continue to be significant for the foreseeable future. Annual expenditures are expected to continue to increase in the near future; however, they are not expected to vary significantly from the range of such expenditures experienced in the past few years. Longer term, expenditures are subject to considerable uncertainty and may fluctuate significantly.

Climate Change

Chemours believes that climate change is an important global issue that presents risks and opportunities. Expanding upon significant global greenhouse gas (GHG) emissions and other environmental footprint reductions made in the period 1990-2004, Chemours reduced its environmental footprint achieving in 2013 reductions of 19 percent in GHG emissions and six percent in water consumption versus our 2004 baselines. Chemours continuously evaluates opportunities for existing and new product and service offerings in light of the anticipated demands of a low-carbon economy. About $145 million of Chemours' 2014 revenue was generated from sales of products that help direct and downstream customers reduce GHG emissions.

Legislative efforts to control or limit GHG emissions could affect Chemours' energy source and supply choices as well as increase the cost of energy and raw materials derived from fossil fuels. Such efforts are also anticipated to provide the business community with greater certainty for the regulatory future, help guide investment decisions, and drive growth in demand for low-carbon and energy-efficient products, technologies, and services. Similarly, demand is expected to grow for products that facilitate adaptation to a changing climate.

At the national and regional level, there are existing efforts to address GHG emissions. Several of Chemours' facilities in the EU are regulated under the EU Emissions Trading Scheme. China has begun pilot programs for trading of GHG emissions in selected areas and South Korea will begin to implement its emission trading scheme in 2015. In the EU, U.S. and Japan, policy efforts to reduce the GHG emissions associated with gases used in

refrigeration and air conditioning create market opportunities for lower GHG solutions. The current unsettled policy environment in the U.S. adds an element of uncertainty to business decisions particularly those relating to long-term capital investments. If in the absence of federal legislation, states were to implement programs mandating GHG emissions reductions, Chemours, its suppliers and customers could be competitively disadvantaged by the added costs of complying with a variety of state-specific requirements.

In 2010, EPA launched a phased-in scheme to regulate GHG emissions first from large stationary sources under the existing Clean Air Act permitting requirements administered by state and local authorities. As a result, large capital investments may be required to install Best Available Control Technology on major new or modified sources of GHG emissions. This type of GHG emissions regulation by EPA, in the absence of or in addition to federal legislation, could result in more costly, less efficient facility-by-facility controls versus a federal program that incorporates policies that provide an economic balance that does not severely distort markets. Differences in regional or national legislation could present challenges in a global marketplace highlighting the need for coordinated global policy action. In 2013 EPA proposed more stringent regulations for new Electric Generating Units (EGU's) that may affect the long-term price and supply of electricity. The precise impact is uncertain.

Legal Proceedings

Chemours is subject to various litigation matters, including, but not limited to, product liability, antitrust claims, and claims for third party property damage or personal injury stemming from alleged environmental or other torts.

Pursuant to the Separation Agreement, Chemours indemnifies DuPont against certain liabilities, including the litigation and environmental liabilities discussed below that arose prior to the distribution. The term of this indemnification is indefinite and includes defense costs and expenses, as well as monetary and non-monetary settlements and judgments. Also, pursuant to the Separation Agreement, Chemours indemnifies DuPont against liabilities that may arise in the future in connection with the Chemours business, including environmental, tax and product liabilities. For additional information see Note 17 to the Combined Financial Statements.

Litigation

Asbestos

At December 31, 2014, there were about 2,500 lawsuits pending against DuPont alleging personal injury from exposure to asbestos. These cases are pending in state and federal court in numerous jurisdictions in the United States and are individually set for trial. Most of the actions were brought by contractors who worked at sites at some point between 1950 and the 1990s. A small number of cases involve similar allegations by DuPont employees. A limited number of the cases were brought by household members of contractors and DuPont employees. Finally, certain lawsuits allege personal injury as a result of exposure to DuPont products. At December 31, 2014, Chemours had an accrual of $38 million related to this matter. Management believes it is remote that Chemours would incur losses in excess of the amounts accrued in connection with this matter.

PFOA: Environmental and Litigation Proceedings

Chemours used PFOA (collectively, perfluorooctanoic acids and its salts, including the ammonium salt), as a processing aid to manufacture some fluoropolymer resins at various sites around the world including its Washington Works plant in West Virginia. At December 31, 2014, Chemours had an accrual of $14 million related to this matter.

The accrual includes charges related to DuPont's obligations under agreements with the EPA and voluntary commitments to the New Jersey Department of Environmental Protection. These obligations and voluntary commitments include surveying, sampling and testing drinking water in and around certain company sites and offering treatment or an alternative supply of drinking water if tests indicate the presence of PFOA in drinking water at or greater than the national Provisional Health Advisory.

Drinking Water Actions

In August 2001, a class action, captioned Leach v. DuPont, was filed in West Virginia state court alleging that residents living near the Washington Works facility had suffered, or may suffer, deleterious health effects from exposure to PFOA in drinking water.

DuPont and attorneys for the class reached a settlement in 2004 that binds about 80,000 residents. In 2005, DuPont paid the plaintiffs' attorneys' fees and expenses of $23 million and made a payment of $70 million, which class counsel designated to fund a community health project. Chemours, through DuPont, funded a series of health studies which were completed in October 2012 by an independent science panel of experts (the C8 Science Panel). The studies were conducted in communities exposed to PFOA to evaluate available scientific evidence on whether any probable link exists, as defined in the settlement agreement, between exposure to PFOA and human disease.

The C8 Science Panel found probable links, as defined in the settlement agreement, between exposure to PFOA and pregnancy-induced hypertension, including preeclampsia; kidney cancer; testicular cancer; thyroid disease; ulcerative colitis; and diagnosed high cholesterol.

In May 2013, a panel of three independent medical doctors released its initial recommendations for screening and diagnostic testing of eligible class members. In September 2014, the medical panel recommended follow-up screening and diagnostic testing three years after initial testing, based on individual results. The medical panel has not communicated its anticipated schedule for completion of its protocol. Through DuPont, Chemours is obligated to fund up to $235 million for a medical monitoring program for eligible class members and, in addition, administrative cost associated with the program, including class counsel fees. In January 2012, Chemours, through DuPont, put $1 million in an escrow account to fund medical monitoring as required by the settlement agreement. The court appointed Director of Medical Monitoring has established the program to implement the medical panel's recommendations and the registration process, as well as eligibility screening, is ongoing. Diagnostic screening and testing has begun and associated payments to service providers are being disbursed from the escrow account.

In addition, under the settlement agreement, DuPont must continue to provide water treatment designed to reduce the level of PFOA in water to six area water districts, including the Little Hocking Water Association (LHWA), and private well users.

Class members may pursue personal injury claims against DuPont only for those human diseases for which the C8 Science Panel determined a probable link exists. At December 31, 2014, there were approximately 2,900 lawsuits filed in various federal and state courts in Ohio and West Virginia, an increase of about 2,800 over December 31, 2013. In accordance with a stipulation reached in the third quarter 2014 and other court procedures, these lawsuits have been or will be served and consolidated in multi-district litigation in Ohio federal court (MDL). Based on information currently available to the company the majority of the lawsuits allege personal injury claims associated with high cholesterol and thyroid disease from exposure to PFOA in drinking water. At December 31, 2014, there were 27 lawsuits alleging wrongful death. In 2014, six plaintiffs from the MDL were selected for individual trial. The first trial is scheduled to begin in September 2015, and the second in November 2015. Chemours, through DuPont, denies the allegations in these lawsuits and is defending itself vigorously.

Additional Actions

An Ohio action brought by the LHWA is ongoing. In addition to general claims of PFOA contamination of drinking water, the action claims "imminent and substantial endangerment to health and or the environment" under the Resource Conservation and Recovery Act (RCRA). In the second quarter 2014, DuPont filed a motion for summary judgment and LHWA moved for partial summary judgment. In the first quarter of 2015, the court granted in part and denied in part both parties' motions. As a result, the litigation process will continue with respect to certain of the plaintiff's claims.

While it is probable that Chemours will incur costs related to the medical monitoring program discussed above, such costs cannot be reasonably estimated due to uncertainties surrounding the level of participation by eligible class members and the scope of testing. Chemours believes that it is reasonably possible that it could incur losses that could be material in the period recognized with respect to the other PFOA matters discussed above. However, a range of such losses, if any, cannot be reasonably estimated at this time due to the uniqueness of the individual MDL plaintiff's claims and Chemours' defenses to those claims both as to potential liability and damages on an individual claim basis, among other factors. Although considerable uncertainty exists, management does not currently believe that the ultimate disposition of these matters would have a material adverse effect on Chemours combined results of operations, financial position or liquidity.

Environmental Proceedings

Chambers Works Plant, Deepwater, New Jersey

In 2010, the government initiated an enforcement action alleging that the facility violated recordkeeping requirements of certain provisions of the CAA and the Federal Clean Air Act Regulations (FCAR) governing Leak Detection and Reporting (LDAR) and that it failed to report emissions of a compound from Chambers Works' waste water treatment facility under EPCRA. The alleged non-compliance was identified by the EPA in 2007 and 2009 following separate environmental audits. In the first quarter of 2015, the District Court in New Jersey entered the agreement between DuPont and the Department of Justice (DOJ) settling this matter. The settlement agreement provides that DuPont pay a penalty of about $0.5 million and agree to modification of its air permit ensuring continued compliance with refrigeration unit repair requirements.

MANAGEMENT

Executive Officers Following the Distribution

The following sets forth information regarding individuals who are expected to serve as our executive officers, including their positions after the distribution. While some of these individuals currently serve as officers and employees of DuPont, after the distribution, none of our executive officers will be executive officers or employees of DuPont.

Mark P. Vergnano, age 56, will serve as our President and Chief Executive Officer. In October 2009, Mr. Vergnano was appointed Executive Vice President of DuPont and was responsible for businesses in the Chemours segment: DuPont Chemicals & Fluoroproducts and Titanium Technologies. Prior to that, he had several assignments in manufacturing, technology, marketing, sales and business strategy. In June 2006, he was named Group Vice President of DuPont Safety & Protection. In February 2003, he was named Vice President and General Manager — Nonwovens and Vice President and General Manager — Surfaces and Building Innovations in October 2005. Mr. Vergnano joined DuPont in 1980 as a process engineer.

Mark E. Newman, age 51, will serve as our Senior Vice President and Chief Financial Officer. Mr. Newman joined Chemours in November 2014 from SunCoke Energy where he was SunCoke Energy's Senior Vice President and Chief Financial Officer and led its financial, strategy, business development and information technology functions. Mr. Newman joined SunCoke's leadership team in March 2011 to help drive SunCoke's separation from its parent company, Sunoco, Inc. He led SunCoke through an initial public offering and championed a major restructuring of SunCoke, which resulted in the initial public offering of SunCoke Energy Partners in January 2013, creating the first coke-manufacturing master limited partnership. Prior to joining SunCoke, Mr. Newman served as Vice President Remarketing & Managing Director of SmartAuction, Ally Financial Inc (previously General Motors Acceptance Corporation). Mr. Newman began his career at General Motors in 1986 as an Industrial Engineer and progressed through several financial and operational leadership roles within the global automaker, including Vice President and Chief Financial Officer of Shanghai General Motors Limited; Assistant Treasurer of General Motors Corporation; and North America Vice President and CFO.

Boo Ching (B.C.) Chong, age 53, will serve as our President — Titanium Technologies. Mr. Chong was named president — DuPont Titanium Technologies in January 2011. In October 2009, he was named vice president — DuPont Performance Coatings, Asia Pacific. In July 2008, he was named vice president and general manager of DuPont Automotive OEM Coatings. From 2004 to 2007, he was global business director — DuPont Packaging & Industrial Polymers, Ethylene Copolymers. Mr. Chong was named vice president and general manager — DuPont Packaging & Industrial Polymers in June 2007. From 2001 to 2003, he was global business director for Delrin® polyacetal and Asia Pacific regional director for Engineering Polymers before assuming the additional role of managing director for DuPont in Singapore. Mr. Chong joined DuPont in 1989 in Singapore as operations manager for DuPont Engineering Polymers.

Thierry F.J. Vanlancker, age 50, will serve as our President — Fluoroproducts. Mr. Vanlancker was named president — DuPont Chemicals & Fluoroproducts in May 2012. He was named vice president for DuPont Performance Coatings — EMEA in November 2010. In 2006, he moved to Wilmington, Delaware to serve as global business and market director — Fluorochemicals. In 2004, after two years as sales manager for all Refinish Brands EMEA, he was appointed as regional director — Fluoroproducts EMEA based in Geneva, Switzerland. He moved to Belgium in 1999 to be part of the Herberts Acquisition/Integration Team within the newly formed DuPont Performance Coatings business and in 2000 was appointed business manager for the Spies Hecker Refinish paint brand based in Cologne, Germany. In 1996, he transferred to Wilmington, Delaware as global technical service manager for P&IP and was appointed global product manager Vamac® ethylene acrylic elastomers in 1998. In 1993 he transferred to Bad Homburg, Germany, and was appointed market development consultant for P&IP Europe, Middle East & Africa (EMEA). Mr. Vanlancker joined DuPont in 1988 in Belgium as a sales representative.

Christian W. Siemer, age 56, will serve as our President — Chemical Solutions. Mr. Siemer joined DuPont in 2010 as the Managing Director of Clean Technologies, a business unit of DuPont Sustainable Solutions focused on process technology development and licensing. He led the successful acquisition of MECS Inc., the global leader in technology for the production of sulfuric acid. Mr. Siemer began his career in 1980 with Stauffer Chemicals as a process engineer. Following Stauffer's acquisition by ICI plc, Mr. Siemer moved through a range of commercial roles and overseas assignments managing portfolios of international industrial and specialty chemical businesses.

David C. Shelton, age 51, will serve as our General Counsel and Corporate Secretary. In 2011, Mr. Shelton was appointed Associate General Counsel, DuPont, and was responsible for the US Commercial team — the business lawyers and paralegals counseling all the DuPont business units with the exception of Agriculture and Pioneer. Since 2002, Mr. Shelton was the Commercial attorney to a variety of DuPont businesses including the Performance Materials platform, which he advised on international assignment in Geneva, and the businesses now comprising the DuPont Chemicals and Fluoroproducts business unit. Prior to that, Mr. Shelton advised the company on environmental and remediation matters as part of the environmental legal team. Mr. Shelton joined DuPont in 1996, after seven years in private practice as a litigator in Pennsylvania and New Jersey.

E. Bryan Snell, age 58, will serve as Senior Vice President — Corporate Strategy and Productivity. Mr. Snell was appointed Planning Director — DuPont Performance Chemicals in May, 2014. Prior to that, he held leadership positions in DuPont Titanium Technologies, including Planning Director (2011-12 in Wilmington, DE and 2012-13 in Singapore) and Global Sales and Marketing Director (2008-2010). Mr. Snell served as Regional Operations Director — DuPont Coatings and Color Technologies Platform in 2007 and 2008. He was posted in Taiwan from 2002 to 2006, in the roles of Plant Manager — Kuan Yin Plant and Asia/Pacific Regional Director, DuPont Titanium Technologies. Mr. Snell joined DuPont in 1978 as a process engineer and has experience in nuclear and petrochemical operations, as well as sales, business strategy and M&A.

Beth Albright, age 47, will serve as our Senior Vice President Human Resources. Mrs. Albright joined DuPont in October 2014 from Day & Zimmermann, where she held the position of Senior Vice-President Human Resources since May 2011. Prior to her experience at Day & Zimmermann, Mrs. Albright was the Global Vice President Human Resources for Tekni-Plex, which she joined in July 2009. She joined Rohm and Haas in 2000 and held various Human Resources supporting global businesses, technology, manufacturing and staff functions. In 1995 she joined FMC as site Human Resources manager at a manufacturing site and progressed into the corporate office. Mrs. Albright began her career with Fluor Daniel Construction in their Industrial Relations department in 1989.

Erich Parker, age 63, will serve as our Vice President of Corporate Communications and Chief Brand Officer. Mr. Parker was appointed Creative Director and Global Director of Corporate Communications of DuPont in 2010. He led the initiative to develop corporate positioning and its creative expression through branded content and program sponsorship with large international media outlets. In 2008, Mr. Parker was appointed Communications Leader for DuPont's Safety and Protection Platform. Prior to joining DuPont, Mr. Parker was principal of his own public relations and marketing communications firm based in Washington, D.C., and New York. Mr. Parker has also served as Executive Vice President of Association & Issues Management; Director of Communications for the American Academy of Actuaries; founding publisher and Executive Editor of the magazine Contingencies; and Public Affairs Aide for Renewable Energy to the Secretary of Energy, US Department of Energy.

Board of Directors Following the Distribution

The following sets forth information with respect to those persons who are expected to serve on our board of directors following the distribution. We may name and present additional nominees for election prior to the distribution. After the distribution, none of these individuals will be directors or employees of DuPont.

Upon completion of the distribution, Chemours' board of directors will be divided into three classes, each comprised of three directors. The directors designated as Class I directors will have terms expiring at the first annual meeting of stockholders following the distribution, which Chemours expects to hold in 2016. The directors designated as Class II directors will have terms expiring at the following year's annual meeting of stockholders, which Chemours expects to hold in 2017, and the directors designated as Class III directors will have terms expiring at the following year's annual meeting of stockholders, which Chemours expects to hold in 2018. Chemours expects that Class I directors will be comprised of [—]; Class II directors will be comprised of [—]; and Class III directors will be comprised of [—]. Commencing with the first annual meeting of stockholders following the separation, directors for each class will be elected at the annual meeting of stockholders held in the year in which the term for that class expires and thereafter will serve for a term of three years. However, Chemours' classified board structure will be submitted to a stockholder vote at Chemours' first annual meeting in 2016. If the classified structure described herein is not approved by a majority of the shares voted by its stockholders at the meeting, Chemours would declassify its Board such that all directors would be up for annual election beginning with the 2017 annual meeting. At any meeting of stockholders for the election of directors at which a quorum is present, the election will be determined by a majority of the votes cast by the stockholders entitled to vote in the election, with directors not receiving a majority of the votes cast required to tender their resignations for consideration by the board, expect that in the case of a contested election, the election will be determined by a plurality of the votes cast by the stockholders entitled to vote in the election.

We are in the process of identifying individuals who will serve on our board of directors following the distribution, and we expect to provide information regarding these individuals in an amendment to this information statement.

Director Independence

It is anticipated that all of our board of directors, except our Chief Executive Officer, who will be an employee of Chemours, will meet the criteria for independence as defined by the rules of the NYSE and the corporate governance guidelines to be adopted by the board of directors. The corporate governance guidelines, including our independence standards, will be posted to our website prior to the completion of the distribution.

Committees of the Board of Directors

Effective upon the completion of the distribution, our board of directors will have the following standing committees: an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee. Our board of directors will adopt a written charter for each of these committees, which will be posted on our website.

Audit Committee

The responsibilities of the Audit Committee will be more fully described in our Audit Committee Charter and will include, among other duties:

- Reviewing annual audited and quarterly financial statements, as well as our disclosures under "Management's Discussion and Analysis of Financial Condition and Results of Operations," with management and the independent auditors.
- Obtaining and reviewing periodic reports, at least annually, from management assessing the effectiveness of our internal controls and procedures for financial reporting.
- Reviewing our processes to assure compliance with all applicable laws, regulations and corporate policy.
- Recommending the public accounting firm to be proposed for appointment by the stockholders as our independent auditors and review the performance of the independent auditors.

- Reviewing the scope of the audit and the findings and approve the fees of the independent auditors.
- Satisfying itself as to the independence of the independent auditors and ensuring receipt of their annual independence statement.
- Reviewing proposed borrowings and issuances of securities.
- Recommending to the board of directors the dividends to be paid on our common stock.
- Reviewing cash management policies.

The Audit Committee will consist entirely of independent directors, and we intend that each will meet the independence requirements set forth in the listing standards of NYSE and Rule 10A under the Exchange Act. Each member of the Audit Committee will be financially literate and have accounting or related financial management expertise, as such terms are interpreted by our board of directors in its business judgment. Additionally, at least one member of the Audit Committee will be an "audit committee financial expert" under SEC rules and the NYSE listing standards applicable to audit committees. The initial members of the Audit Committee will be determined prior to the completion of the distribution.

Compensation Committee

The responsibilities of the Compensation Committee will be more fully described in our Compensation Committee Charter and will include, among other duties:

- Assessing current and future senior leadership talent, including assisting our Board of Directors in Chief Executive Officer succession planning.
- Reviewing and approving our programs for executive development, performance and skill evaluations.
- Overseeing the performance evaluation of the Chief Executive Officer based on input from other independent directors.
- Recommending, for approval by the independent directors, Chief Executive Officer compensation.
- Recommending and approving the principles guiding our executive compensation and benefits plans.
- Reviewing our incentive compensation arrangements to determine whether they encourage excessive risk-taking, and evaluating compensation policies and practices that could mitigate any such risk.
- Working with management to develop the Compensation Discussion and Analysis in regard to executive compensation disclosure.
- Considering the voting results of any say-on-pay or related stockholder proposals.

The Compensation Committee will consist entirely of independent directors, and we intend that each will meet the independence requirements set forth in the listing standards of NYSE. We also intend the members of the Compensation Committee to be "non-employee directors" (within the meaning of Rule 16b-3 of the Exchange Act) and "outside directors" (within the meaning of Section 162(m) of the Code). The initial members of the Compensation Committee will be determined prior to the completion of the distribution.

Nominating and Corporate Governance Committee

The responsibilities of the Nominating and Corporate Governance Committee will be more fully described in our Nominating and Corporate Governance Committee Charter and will include, among other duties:

- Identifying individuals qualified to become directors and recommend the candidates for all directorships.
- Recommending individuals for election as officers.
- Reviewing our Corporate Governance Guidelines and making recommendations for changes.

- Considering questions of independence and possible conflicts of interest of directors and executive officers.
- Taking an oversight role in shaping our policies and procedures.

The Nominating and Corporate Governance Committee will consist entirely of independent directors, and we intend that each will meet the independence requirements set forth in the listing standards of NYSE. The initial members of the Nominating and Corporate Governance Committee will be determined prior to the completion of the distribution.

Stockholder Recommendations for Director Nominees and Director Qualification Standards

The Chemours Nominating and Corporate Governance Committee considers potential candidates suggested by Board members, as well as management, stockholders and others.

The Board's Corporate Governance Guidelines describe qualifications for directors. Directors are selected for their integrity and character; sound, independent judgment; breadth of experience, insight and knowledge; and business acumen. Leadership skills, scientific or technology expertise, familiarity with issues affecting global businesses, prior government service, and diversity are among the relevant criteria, which will vary over time depending on the needs of the Board. Additionally, directors are expected to be willing and able to devote the necessary time, energy and attention to assure diligent performance of their responsibilities.

When considering candidates for nomination, the Committee takes into account these factors to assure that new directors have the highest personal and professional integrity, have demonstrated exceptional ability and judgment and will be most effective, in conjunction with other directors, in serving the long-term interest of all stockholders. The Committee will not nominate for election as a director a partner, member, managing director, executive officer or principal of any entity that provides accounting, consulting, legal, investment banking or financial advisory services to Chemours.

The Committee will consider candidates for director suggested by stockholders, applying the factors for potential candidates described above and taking into account the additional information described below. Stockholders wishing to suggest a candidate for director should write to the Corporate Secretary and include: (i) a statement that the writer is a stockholder of record (or providing appropriate support of ownership of Chemours stock); (ii) the name of and contact information for the candidate; (iii) a statement of the candidate's business and educational experience; (iv) information regarding each of the factors described above in sufficient detail to enable the Committee to evaluate the candidate; (v) a statement detailing any relationship between the candidate and any customer, supplier or competitor of Chemours or any other information that bears on potential conflicts of interest, legal considerations or a determination of the candidate's independence; (vi) information concerning service as an employee, officer or member of a board of any charitable, educational, commercial or professional entity; (vii) detailed information about any relationship or understanding between the proposing stockholder and the potential candidate; and (viii) a statement by the potential candidate that s/he is willing to be considered and to serve as a director if nominated and elected.

Once the Committee has identified a prospective candidate, the Committee makes an initial determination as to whether to conduct a full evaluation of the candidate. This initial determination is based on whatever information is provided to the Committee with the recommendation of the prospective candidate, as well as the Committee's own knowledge of the prospective candidate. This may be supplemented by inquiries to the person making the recommendation or others. The preliminary determination is based primarily on the likelihood that the prospective nominee can satisfy the factors described above. If the Committee determines, in consultation with the Chair of the Board and other Board members as appropriate, that further consideration is warranted, it may gather additional information about the prospective nominee's background and experience.

The Committee also considers other relevant factors as it deems appropriate, including the current composition of the Board and specific needs of the Board to assure its effectiveness. In connection with this evaluation, the Committee determines whether to interview the prospective nominee. One or more members of the Committee and other directors, as appropriate, may interview the prospective nominee in person or by telephone. After completing this evaluation, the Committee concludes whether to make a recommendation to the full Board for its consideration.

Compensation Committee Interlocks and Insider Participation

During fiscal 2014, Chemours did not exist and did not have a compensation committee or any other committee serving a similar function. Decisions as to the compensation of those who currently serve as our executive officers were made by DuPont, as described in "Compensation Discussion and Analysis."

Corporate Governance Guidelines

Our board of directors will adopt governance guidelines designed to assist Chemours and our board of directors in implementing effective corporate governance practices. The governance guidelines will be reviewed regularly by the Nominating and Corporate Governance Committee in light of changing circumstances in order to continue serving our best interests and the best interests of our stockholders.

Communications with the Board of Directors and Procedures for Treatment of Complaints Regarding Accounting, Internal Accounting Controls and Auditing Matters

Stockholders and other parties interested in communicating directly with the Board, Chair, Lead Director or other outside director may do so by writing in care of the Corporate Secretary, [—]. The Board's independent directors have approved procedures for handling correspondence received by Chemours and addressed to the Board, Chair, Lead Director or other outside director. Concerns relating to accounting, internal controls, auditing or ethical matters are immediately brought to the attention of the internal audit function and handled in accordance with procedures established by the Audit Committee with respect to such matters, which include an anonymous toll-free hotline ([—]) and a website through which to report issues [*(https:[—]*).]

Board Leadership Structure

Our governing documents allow the roles of Chairman and CEO to be filled by the same or different individuals. This approach allows the Board flexibility to determine whether the two roles should be separated or combined based upon our needs and the Board's assessment of our leadership from time to time. It is expected that the Board will regularly consider the advantages of having an independent chairman and a combined chairman and CEO and is open to different structures as circumstances may warrant.

At this time, the Board believes that separating the roles of chairman and CEO serves the best interests of Chemours and its stockholders. By having an independent chairman, the CEO can focus primarily on our business strategy and operations at a time when Chemours becomes an independent, publicly traded company. While our CEO and senior management, working with the Board, set the strategic direction for Chemours and our CEO provides day-to-day leadership, the independent Chairman leads the Board in the performance of its duties and serves as the principal liaison between the independent directors and the CEO.

Code of Ethics

The Board has adopted a Code of Business Conduct and Ethics for Directors. In addition, Chemours has a Code of Conduct applicable to all Chemours employees, including executive officers, and a Code of Ethics for the Chief Executive Officer, Chief Financial Officer and Controller.

Director Compensation

Following the distribution, director compensation will be determined by our board of directors with the assistance of its Nominating and Corporate Governance Committee. It is anticipated that such compensation will consist of the following:

- a cash retainer in the amount of $[—] per year and
- an initial equity award of restricted stock units with a grant date fair value of approximately $[—].

In addition, we anticipate that the Chairman of our board of directors will receive an additional cash retainer in the amount of $[—] per year and that the chairs of the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee will receive an additional cash retainer in the amount of $[—], $[—] and $[—] per year, respectively. We will not provide directors who are also our employees any additional compensation for serving as a director.

Stock Ownership Guidelines

We expect to adopt stock ownership guidelines for directors that will require them to hold all annual equity awards until retirement or, at their election, until a later time as described below under “Management — Director Compensation — Deferred Compensation.”

Deferred Compensation

Under the Chemours Stock Accumulation and Deferred Compensation Plan for Directors we expect to adopt, a director will be eligible to defer all or part of his or her Board retainer and committee chair fees in cash or stock units until retirement as a director or until a specified year after retirement. Interest will accrue on deferred cash payments, and dividend equivalents will accrue on deferred stock units. This deferred compensation will be an unsecured obligation of Chemours.

COMPENSATION DISCUSSION AND ANALYSIS

While Chemours has discussed its anticipated executive compensation programs and policies with the Human Resources & Compensation Committee of DuPont's board of directors (the DuPont Compensation Committee), those programs and policies remain subject to review and approval by Chemours' own Compensation Committee. Chemours is currently a part of DuPont, and its Compensation Committee has not yet been formed. Accordingly, this Compensation Discussion and Analysis (CD&A) discusses DuPont's historical compensation programs as applied to certain individuals who are expected to be our "named executive officers" (NEOs) and outlines certain aspects of Chemours' anticipated post-distribution compensation structure for those individuals.

For purposes of this CD&A, we refer to the following individuals as our NEOs:

- Mark P. Vergnano, who is expected to serve as our President and Chief Executive Officer (CEO).
- Mark E. Newman, who is expected to serve as our Senior Vice President and Chief Financial Officer.
- Beth Albright, who is expected to serve as our Senior Vice President, Human Resources.
- Thierry Vanlancker, who is expected to serve as our President, Fluoroproducts.
- B. C. Chong, who is expected to serve as our President, Titanium Technologies.

Messrs. Vergnano, Vanlancker and Chong are long-term DuPont employees. As such, their compensation and benefits are consistent with those provided by DuPont. While in each case the primary components of their total direct compensation consist of base salary, short-term cash incentive and long-term equity incentive awards, since Messrs. Vanlancker (based in Switzerland) and Chong (based in Singapore) are not based in the United States, their benefits and perquisites are consistent with those provided to employees in their respective local countries.

Mr. Newman and Mrs. Albright are newly hired executives of Chemours, joining us in the second half of 2014. Their compensation for 2014 is based on the terms and conditions set forth in their respective offer letters. For a description of the terms of their respective offer letters, see "Compensation Discussion and Analysis — Employment Offer Letters" on page 118 below.

After the distribution, we will review the compensation for all of our executive officers and determine the appropriate compensation, benefits and perquisites for them, and accordingly the compensation, benefits and perquisites provided to them after the distribution will not necessarily be the same as those discussed below.

The descriptions below of DuPont's compensation, benefits and perquisites relate to U.S.-based individuals. For our NEOs based outside the United States, we have noted differences due to local country customs and practices.

I. DuPont's Executive Compensation Philosophy

We expect our executive compensation program upon the distribution will generally include the same elements as DuPont's executive compensation programs. Following the distribution, our Compensation Committee will review all aspects of compensation and may make adjustments that it believes are appropriate in structuring our executive compensation arrangements.

DuPont's compensation programs are designed and administered around the following core principles:

1. Establish a strong link between pay and performance
2. Align executives' interests with stockholders' interests
3. Reinforce business strategies and drive long-term sustained stockholder value

DuPont Leadership — Advancing DuPont Through Innovation

For more than 200 years, DuPont leaders have guided DuPont through great changes, maintaining its position as a market leader fueled by science and innovation.

At DuPont, its executive compensation programs are dependent on achieving strategic operating goals and financial performance that ultimately drive stockholder returns.

II. How DuPont Determines Executive Compensation

The DuPont Compensation Committee determines compensation for its NEOs and other executive officers. The NEOs are DuPont's Chair and CEO, the Chief Financial Officer, and the three next most highly compensated executive officers.

For 2014, the DuPont Compensation Committee again retained Frederic W. Cook & Co., Inc. (Cook), as its independent compensation consultant on executive compensation matters. Cook performs work at the direction and under the supervision of the DuPont Compensation Committee, and provides no services to DuPont other than those for the DuPont Compensation Committee.

Oversight Responsibilities for Executive Compensation

Following the distribution, we expect our board of directors will adopt a Compensation Committee Charter that initially will grant our Compensation Committee similar responsibilities to those of the DuPont Compensation Committee. Our Compensation Committee Charter will include the authority to retain an independent advisor for the purpose of reviewing and providing guidance related to executive compensation programs.

Summarized in the table below are responsibilities for DuPont's executive compensation.

Human Resources and Compensation Committee	• Establishes executive compensation philosophy • Approves incentive compensation programs and target performance expectations the short-term incentive program (STIP) and performance-based restricted stock unit (PSU) • Approves all compensation actions for the executive officers, other than the CEO, including base salary, target and actual STIP, long-term incentive (LTI) grants and target and actual PSU awards • Recommends to the full Board compensation actions for the CEO, including base salary, target and actual STIP, LTI grant, and target and actual PSU award
All Independent Board Members	• Assess performance of the CEO • Approve all compensation actions for the CEO, including base salary, target and actual STIP, LTI grant, and target and actual PSU award
Independent Committee Consultant — Cook	• Provides independent advice, research, and analytical services on a variety of subjects to the DuPont Compensation Committee, including compensation of executive officers, nonemployee director compensation and executive compensation trends • Participates in the DuPont Compensation Committee meetings as requested and communicates with the Chair of the DuPont Compensation Committee between meetings
CEO	• Provides a performance assessment of the other executive officers • Recommends compensation targets and actual awards for the other executive officers

In addition to DuPont and individual performance, the DuPont Compensation Committee considers a broad number of facts and circumstances in finalizing executive officer pay decisions, including competitive analysis, pay equity multiples and tally sheets.

DuPont Conducts a Competitive Analysis

To ensure a complete and robust picture of the overall compensation environment and consistent comparisons for the CEO and other NEOs, compensation is assessed primarily against published compensation surveys. These surveys represent large companies with median revenue comparable to DuPont's "market," including surveys by Towers Watson and Aon Hewitt.

We expect our Compensation Committee with the assistance of its independent Compensation Committee advisor will make reference to published compensation surveys and peer group practices in determining appropriate NEO compensation practices.

Peer Group Analysis

DuPont also uses a select group of peer companies (peer group) to:

- Benchmark pay design including mix and performance criteria
- Measure financial performance for the PSU program
- Test the link between pay and performance

Because of the smaller number of companies, DuPont periodically finds volatility in peer group compensation levels year over year. Therefore, DuPont uses market survey information as the primary source of competitive data. Peer group compensation data is used only for the CEO and only as a secondary data point as described above.

The peer group reflects the diverse industries in which DuPont operates, represents the multiple markets in which DuPont competes — including markets for executive talent, customers and capital — and comprises large companies with a strong scientific focus and/or research intensity and a significant international presence.

To help guide the selection process in an objective manner, the DuPont Compensation Committee established the following criteria for peer group companies:

- Publicly traded U.S. companies and select European companies traded on the New York Stock Exchange to facilitate pay design and performance comparisons
- Direct business competitors
- Companies similar in revenue size to DuPont — As there are limited potential peers within a typical one-half to double revenue-size criterion, DuPont established a broader one-third to triple range, which also ensures the inclusion of some direct competitors that would otherwise be excluded
- Meaningful international presence — At least one-third of revenues earned outside of the United States
- Scientific focus/research intensity — The criterion of a minimum of two percent research and development expense as percent of revenue results in the inclusion of several pharmaceutical companies. DuPont's research and development expense tends to be higher than that of industry peers

Peer Group

We expect the Chemours peer group will initially include the following companies (though the list of companies is subject to the approval of, and change by, our Compensation Committee after the distribution):

Air Products & Chemicals, Inc.	Ecolab, Inc.	Praxair, Inc.
Ashland Inc.	Huntsman Corporation	RPM International Inc.
Axiall Corporation	The Mosaic Company	The Sherwin-Williams Company
Celanese Corporation	Polyone Corporation	Valspar Corporation
Eastman Chemical Company	PPG Industries, Inc.	W. R. Grace & Company

The following criteria were considered by the DuPont Compensation Committee in selecting our initial peer group:

- Publicly traded U.S. based companies
- Companies similar in revenue size to Chemours — within one-third to triple revenue size criterion
- Companies in similar industry — chemicals industry
- Meaningful international presence — at least one-third of revenues earned outside the United States

Tally Sheets

For each NEO, the DuPont Compensation Committee annually reviews tally sheets that include all aspects of total compensation and the benefits associated with various termination scenarios. Tally sheets provide the DuPont Compensation Committee with information on all elements of actual and potential future compensation of the NEOs, as well as data on wealth accumulation. This helps the DuPont Compensation Committee confirm that there are no unintended consequences of its actions.

III. Components of DuPont's Executive Compensation Program

The following table summarizes the elements, objectives, risk mitigation factors and other key features of DuPont's total direct compensation program for officers. We expect similar features will initially apply to our NEO compensation program. Following the distribution, our Compensation Committee will review the compensation programs and may make certain changes to align them with our compensation philosophy and their view of our business needs and strategic priorities.

Direct Compensation Components

Pay Element	*Role in Program/Objectives*	*How Amounts are Determined*
Base salary	• Provides regular source of income for NEOs • Provides foundation for other pay components	• Based on range of factors, including market pay surveys, business results, and individual performance • Targeted at approximately market median
STIP awards	• Align executives with annual goals and objectives • Create a direct link between executive pay and annual financial and operational performance	• Actual payout is based on performance of DuPont, business units and individual • Target award is approximately market median
LTI awards	• Link pay and performance — accelerate growth, profitability and stockholder return • Align the interests of executives with stockholders • Balance plan costs, such as accounting and dilution, with employee-perceived value, potential wealth creation opportunity and employee share ownership expectations	• Actual value realized is based on company performance over a three-year time frame or linked to stock price • Targeted to market median

Target Compensation Pay Mix

To reinforce DuPont's pay-for-performance philosophy, at least 80% of targeted total direct compensation (TDC) is at risk and fluctuates with DuPont's financial results and share price. DuPont believes this approach motivates executives to consider the impact of their decisions on stockholder value.

To lessen the possible risk inherent in the greater focus on long-term incentives, executives receive a mix of different forms of stock compensation:

- PSUs (rewards key financial performance in relation to the peer group in revenue growth and total shareholder return (TSR)). Overlapping performance cycles in the PSU program assure sustainability of performance
- Stock options (rewards for stock price appreciation and direct link to stockholder experience)
- Restricted Stock Units (RSUs) (intended as retention tool and linked to stock price)

Benefits, Retirement and Other Compensation Components

In addition to the annual and long-term direct compensation programs designed to align pay with performance, DuPont provides its executives with the benefits, retirement plans, and limited perquisites summarized below. We expect these additional compensation features generally will be made available to our NEOs upon the distribution, though again all such features are subject to change by our Compensation Committee once it is established.

Pay Element	*Role in Program/Objectives*	*How Amounts Are Determined*
Standard benefits and retirement plans	• Same tax-qualified retirement, medical, dental, vacation benefit, life insurance, and disability plans provided to other employees	• Tax-qualified plans are targeted to peer group median
	• Nonqualified retirement plans that restore benefits above the Internal Revenue Code (Code) limits for tax-qualified retirement plans as provided to other employees	• Nonqualified retirement plans are provided to restore benefits lost due to Code limits
	• Nonqualified deferred compensation plan that allows for deferral of base salary, STIP and LTI awards	
Change in Control Severance benefits	• Severance benefits upon a change in control and termination (double-trigger) to ensure continuity of management in a potential change in control environment	• Cash payment of two times base salary and target annual incentive (three times for the CEO)
	• A change in control does not automatically entitle an executive to this severance benefit. An executive must lose his/her job within two years of a change in control (see “Change in Control Severance Benefits” below for more details)	• Pro-rated payment of the target annual incentive for the year of termination. Financial counseling and outplacement services for two years (three for the CEO)
Limited perquisites	• Very limited perquisites or personal benefits	
	• Personal financial counseling (excluding tax preparation) at a cost of generally less than $10,000 per NEO	

For individuals based outside the United States, they may be entitled to different benefits and perquisites based on local country customs and practices. For defined benefit pension plans and defined contribution plans, Mr. Vergnano participates in the DuPont Pension Plan and is eligible to participate in DuPont’s defined contribution plans, such as the DuPont Retirement Savings Plan and DuPont Retirement Savings Restoration Plan. Neither Mr. Newman nor Mrs. Albright is eligible to participate in DuPont’s Pension Plan, as eligibility is limited to employees hired or rehired on or before December 31, 2006, but is eligible to participate in DuPont’s defined contribution plans. Mr. Vanlancker has accrued benefits under three distinct defined benefit pension plans, since he was based in multiple countries, but does not have any interest in any defined contribution plans. Mr. Chong does not participate in a defined benefit pension plan but participates in a defined contribution plan in Singapore. For additional information see the “Narrative Discussion of Pension Benefits” beginning on page 135. Individuals based outside the United States may also be covered under local country severance arrangements. Our executive officers are also provided perquisites consistent with local country customs and practices.

Because DuPont uses only compensation practices that support our guiding principles, DuPont does **NOT** offer our executives:

- Employment agreements except for newly hired executives when there is a demonstrated business need
- Severance agreements except in the event of a change in control (double-trigger) or limited-duration agreements for newly hired executives when there is a demonstrated business need
- Tax gross-ups on benefits and perquisites other than relocation benefits
- Supplemental executive retirement benefits
- Retirement plans that grant additional years of service or include long-term incentives in the benefit calculation
- Repricing of stock options/repurchases of underwater stock options for cash

IV. Other Compensation and Tax Matters

Change in Control Severance Benefits

To ensure that executives remain focused on DuPont business during a period of uncertainty, in 2013, DuPont adopted change in control severance pay plans. For any benefits to be earned, a change in control must occur and the executive's employment must be terminated within two years following the change in control, either by DuPont without cause or the executive for good reason (often called a "double trigger"). The plan does not provide tax gross-ups. Payments and benefits to the executive will be reduced to the extent necessary to result in the executive's retaining a larger after-tax amount, taking into account the income, excise and other taxes imposed on the payments and benefits. For additional information, see "Executive Compensation — Potential Payments Upon Termination or Change in Control."

Benefits provided under the program include:

- Lump sum cash payment between one and one-half to two times (three times for the CEO) the sum of the executive's base salary and target annual bonus;
- A lump sum cash payment equal to the pro-rated portion of the executive's target annual bonus for the year of termination; and
- Continued health and dental benefits, financial counseling and outplacement services for one and one-half to two years (three years for the CEO) following the date of termination.

The severance pay plans also include a 12-month non-competition, non-solicitation, non-disparagement and confidentiality provisions (18 months for the CEO).

We have not yet established any separate change in control benefits for our NEOs. If any such benefits are adopted, however, we expect it will be on a "double trigger" basis only and that no tax gross-ups will be provided.

Employment Offer Letters

As noted above, the terms and conditions of employment with us of Mr. Newman and Mrs. Albright are currently subject to offer letters of employment between them and DuPont.

Mark E. Newman. Under Mr. Newman's employment offer letter dated October 14, 2014, Mr. Newman is entitled to an annual base salary of $560,000, a signing bonus of $150,000 (repayable on a voluntary or for cause termination within one year), a first-year short-term incentive guarantee in lieu of participation in the 2014 DuPont STIP of $350,000 (repayable on a voluntary or for cause termination within one year), STIP participation beginning in 2015 at an 80% target level, LTI eligibility beginning February 2015 at a target level of $1,200,000 and a special restricted stock unit award of $1,500,000 upon commencement of employment generally vesting in

three equal annual installments. Mr. Newman will receive severance benefits such that in the event of termination without cause within twenty-four months of the date of hire, an amount equivalent to one year of base salary and one year of target bonus becomes payable within 60 days of the termination date. Additionally, any unvested portion of the special stock award will become fully vested. Mr. Newman is also eligible for additional benefits which are customarily offered to regular employees.

Beth Albright. Under Mrs. Albright's employment offer letter dated September 25, 2014, Mrs. Albright is entitled to an annual base salary of $400,000, a signing bonus of $250,000 (repayable on a voluntary or for cause termination within one year), pro-rated participation in the 2014 DuPont STIP at a 65% target level, LTI eligibility beginning February 2015 and a special restricted stock unit award of $1,150,000 upon commencement of employment generally vesting in three equal annual installments. Mrs. Albright will receive severance benefits such that in the event of termination without cause within twenty-four months of the date of hire, an amount equivalent to one year of base salary and one year of target bonus becomes payable within 60 days of the termination date. Additionally, any unvested portion of the special stock award will become fully vested. Mrs. Albright is also eligible for additional benefits which are customarily offered to regular employees.

How DuPont Manages Compensation Risk

The DuPont Compensation Committee regularly monitors its compensation programs to assess whether those programs are motivating the desired behaviors while delivering on DuPont's performance objectives and encouraging appropriate levels of risk-taking. In 2014, the DuPont Compensation Committee asked Cook to test whether DuPont's compensation programs encourage the appropriate levels of risk-taking given DuPont's risk profile. Cook's review encompassed an assessment of risk pertaining to a broad range of design elements, such as mix of pay, performance metrics, goal-setting and payout curves, payment timing and adjustments, and the presence of maximum payments, as well as other mitigating program attributes. Cook's analysis determined, and the DuPont Compensation Committee concurred, that DuPont's compensation programs do not encourage behaviors that would create undue material risk for DuPont.

We expect to review risks relating to our compensation programs so that we have appropriate controls in place, such as payout limitations, stock ownership guidelines and a clawback policy, to ensure our compensation programs do not encourage behaviors that would create undue material risk for Chemours.

Payout Limitations or Caps

Payout limitations, or "caps," play a vital role in risk mitigation, and all metrics in the DuPont STIP and PSU programs are capped at 200% payout to protect against excessive payouts. DuPont's performance/payout leverage is slightly less than competitive practice, reflecting DuPont's risk profile as a company, and DuPont's rigor in setting performance targets. Clawback provisions, stock ownership guidelines and insider trading policies that prohibit executives from entering into derivative transactions also protect against excessive risk in DuPont's incentive programs.

Stock Ownership Guidelines

DuPont requires that NEOs accumulate and hold shares of DuPont Common Stock with a value equal to a specified multiple of base pay.

Stock ownership guidelines include a retention ratio requirement. Under the policy, until the required ownership is reached, executives are required to retain 75% of net shares acquired upon any future vesting of stock units, after deducting shares used to pay applicable taxes.

The multiples for specific executive levels are shown below. Each DuPont NEO exceeds the ownership goal.

Multiple of Salary	2014 Target	2014 Actual
CEO	6x	23x
Other NEOs average	4x	16x

For purposes of the stock ownership guidelines, DuPont includes direct ownership of shares and stock units held in employee plans. Stock options and PSUs are not included in determining whether an executive has achieved the ownership levels.

Compensation Recovery Policy (Clawback)

DuPont has a compensation recovery policy that covers each current and former employee of DuPont or an affiliated company who is, or was, the recipient of incentive-based compensation (Grantee). If a Grantee engages in misconduct, then:

- He/she forfeits any right to receive any future awards or other equity-based incentive compensation
- DuPont may demand repayment of any awards or cash payments already received by a Grantee
- The Grantee will be required to provide repayment within ten (10) days following such demand

“Misconduct” means any of the following:

- The Grantee’s employment or service is terminated for cause
- There has been a breach of a noncompete or confidentiality covenant set out in the employee agreement
- DuPont has been required to prepare an accounting restatement due to material noncompliance, as a result of fraud or misconduct, with any financial reporting requirement under the securities laws, and the DuPont Compensation Committee has determined, in its sole discretion, that the Grantee (a) had knowledge of the material noncompliance or the circumstances that gave rise to such noncompliance and failed to take reasonable steps to bring it to the attention of appropriate individuals within DuPont or (b) personally and knowingly engaged in practices which materially contributed to the circumstances that enabled a material noncompliance to occur

Awards granted prior to March 2, 2011, are subject to the clawback provisions that were in effect at the time of the grant.

Deductibility of Performance-Based Compensation

Code Section 162(m) generally precludes a public corporation from taking a deduction for compensation in excess of $1,000,000 for its CEO or any of its three next-highest-paid executive officers (other than the Chief Financial Officer), unless certain specific and detailed criteria are satisfied. This limitation does not apply to qualified performance-based compensation.

DuPont reviews all compensation programs and payments to determine the tax impact on DuPont as well as on the executive officers. In addition, DuPont reviews the impact of its programs against other considerations, such as accounting impact, stockholder alignment, market competitiveness, effectiveness and perceived value to employees. Because many different factors influence a well-rounded, comprehensive executive compensation program, some compensation might not, on some occasions, be deductible under Code Section 162(m).

Following the distribution we will continue to monitor developments and assess alternatives for preserving the deductibility of compensation payments and benefits to the extent reasonably practicable consistent with our compensation policies and as determined to be in the best interests of Chemours and its stockholders.

New Equity and Incentive Plan

Information regarding our contemplated new equity and incentive plan will be provided by amendment to the registration statement on Form 10 of which this information statement is a part.

Treatment of Outstanding Equity Awards as of the Distribution Date

For DuPont equity incentive awards outstanding at the distribution date, we expect those awards will be adjusted using the following principles:

- For each award recipient, the intent is to maintain the economic value of those awards before and after the distribution date.
- Other than PSUs, which are described in more detail below, the terms of the equity awards, such as vesting date, will generally continue unchanged.
- For Chemours employees at the time of distribution, those awards will be converted into Chemours equity awards and denominated in shares of Chemours common stock.
- For DuPont employees, those awards will remain DuPont equity awards.

The following table provides additional information regarding each type of DuPont equity award:

	Chemours Employees	DuPont Employees
Stock Options	DuPont stock options will be converted into Chemours stock options to purchase Chemours common stock.	Continue to hold DuPont stock options.
Restricted Stock Units	DuPont RSUs will be replaced with Chemours RSUs of equal value.	Continue to hold DuPont RSUs.
Performance Stock Units	DuPont PSUs will be replaced with Chemours equity awards of equal value as follows: DuPont PSUs will be converted, pro-rated through the distribution date, into Chemours RSUs and an additional make-whole Chemours RSU award, each with vesting corresponding to the original performance period.	Continue to hold DuPont PSUs.

DuPont common stock units held by current or former directors of DuPont who become our directors upon the distribution will be replaced with Chemours units of equal value.

2014 Compensation Decisions

Annual Compensation Program

Annual Base Salary

The table below shows the annual base salary rate of our NEOs as of December 31, 2014. This information may be different from the base salary provided in the 2014 Summary Compensation Table (SCT), which reflects the actual base pay received for the year.

Name	*2014 Base Salary*	*Primary Rationale*
Mark Vergnano	$720,000	• Standard merit increase over 2013
Mark Newman	560,000	• New Hire starting salary
Beth Albright	400,000	• New Hire starting salary
Thierry Vanlancker	561,949(1)	• Standard merit increase over 2013
B. C. Chong	612,711(2)	• Standard merit increase over 2013

(1) Mr. Vanlancker is paid in Swiss francs (CHF). Unless otherwise noted, compensation amounts have been converted to United States dollars using the foreign exchange rate in effect December 31, 2014: 1.0107.

(2) Mr. Chong is paid in Singapore dollars (SGD). Unless otherwise noted, compensation amounts have been converted to United States dollars using the foreign exchange rate in effect December 31, 2014: 0.7555.

Annual Short Term Incentives

DuPont's annual incentive plan design ensures that its executives maintain a strong focus on those financial metrics (e.g., revenue growth and earnings growth) that have been shown to be closely linked to its stockholder value creation over time. For 2014, STIP awards were based on the following formula, measures and weightings. The DuPont Compensation Committee approves these factors at the beginning of each fiscal year. Each element is discussed in greater detail below.

1. Target STIP	*	**2. STIP Payout Factor**		=	**3. Final STIP Payout**
		Corporate Performance Payout Factor	(20% weight)		Maximum payout
Target STIP		**+ Total Business Unit Performance Payout Factor**	(60% weight)		capped at 200% of target STIP
		+ Individual Performance Payout Factor	(20% weight)		

1. Target Short-Term Incentive Program

DuPont's STIP targets are set as a percentage of base salary, consistent with market practice. The target STIP percentage for each level is reviewed regularly against market and approved annually. The actual calculation of the 2014 target STIP amount for Mr. Vergnano and the other NEOs is detailed in the table below.

Name	***2014 Base Salary***	***2014 X Target STIP %***	***2014 = Target STIP $***
Mark Vergnano	$ 720,000	100%	$ 720,000
Mark Newman	81,667	N/A(1)	N/A
Beth Albright	73,913(2)	65%	48,043
Thierry Vanlancker	564,140(3)	60%	338,484
B. C. Chong	546,272(3)	30%	163,882

(1) In accordance with the terms of his employment offer, Mr. Newman is not eligible for a 2014 non-equity incentive plan award.

(2) The target and maximum non-equity incentive plan award amounts for Mrs. Albright are pro-rated based on her October 27, 2014 hire date.

(3) The Base Salary used to determine Target STIP $ for Mr. Vanlancker and Mr. Chong are reference salaries derived from the midpoint of the salary range to which they are assigned, converted to United States dollars using the foreign exchange rate in effect December 31, 2014: 1.0107 (CHF) and 0.7555 (SGD).

2. STIP Payout Factor:

The weighted average payout factor for the STIP is based on actual performance on each measure and the weighting of that performance measure.

STIP PERFORMANCE MEASURES

	Metric	***Weighting***	***Rationale for Use***
Corporate performance	Operating EPS (Operating EPS compared to an internal target (Profit Objective))	20%	Is the most effective and common metric in measuring stockholder value Closely aligns stockholder and executive interests Provides insight with respect to ongoing operating results
Business unit performance	1. After-tax operating income (ATOI) (Business unit ATOI (excluding significant items) versus budget for the year)	15% 15%	Measures profitability at the business unit level leading to corporate EPS results Reflects top-line growth — critical to company success
	2. Revenue (Business unit revenue versus budget for the year)	20%	
	3. Cash flow from operations (CFFO) (Business unit CFFO versus budget for the year)	10%	Measures ability to translate earnings into cash, indicating the health of DuPont's business and allowing it to invest for the future
	4. Dynamic planning factor (Business units are assessed, both qualitatively and quantitatively, on a number of items, such as external factors, currency fluctuations, raw material fluctuations, and core values)		Assesses how well a business unit anticipates and responds to the business environment in a way that creates value for DuPont Assures that plan payouts are relevant to the current business strategy and recognizes the external economic environment
Individual performance	Individual performance assessment (Based on the executive's performance versus personal, predetermined critical operating tasks or objectives, e.g., attainment of key strategic growth goals, specific revenue and earnings goals, achievement of fixed cost reduction targets, successful acquisitions/divestitures and integration efforts, and fulfillment of core values)	20%	Takes individual performance into consideration in finalizing STIP payout factors

2014 STIP PERFORMANCE AND PAYOUT FACTORS

2014 Results

Corporate and business unit performances are converted to a corresponding payout factor based on the concept of "leverage," i.e., the relationship between performance for a given metric and its payout factor. The leverage in DuPont's plan is consistent with competitive practice. For example, Operating EPS, business unit ATOI, business unit revenue, and business unit CFFO leverage is 2:1 below target and 5:1 above target. So, participants have two percentage points in payout deducted for each one percent change in performance below target, and receive five percentage points in payout for each one percent change in performance above target. In addition to steeper slopes, performance ranges were narrowed, resulting in a threshold performance requirement of 70% (80% for revenue metric) and a maximum payout at 120% performance or above. All metrics are capped at 200% payout.

Total Company	*Payout Factor % (Unweighted)*	*X Weight*	*Payout Factor % = (Weighted)*
Corporate performance (Operating EPS)*	0%	20%	0%
Business unit performance*	0-66%	60%	0-40%
Individual performance*	0-100%	20%	0-20%
Overall payout factor			0-58%

* Actual Operating EPS, business unit and individual performance would have resulted in some payout. Consistent with DuPont's pay-for-performance philosophy and financial performance in 2014, the DuPont Compensation Committee chose to exercise negative discretion and reduced the payout factor to zero for corporate performance and, for individuals in Fluoroproducts and Chemical Solutions, for business unit and individual performance.

3. Final STIP Payout

As illustrated in the table below, the final 2014 STIP payout is determined by multiplying the target STIP amount by the final total payout factor.

Name	*2014 Target STIP $*	*TOTAL Payout X Factor %*	*2014 = Final STIP $*
Mark Vergnano	$720,000	52%	$376,000
Mark Newman	N/A	N/A	N/A
Beth Albright	48,043	56%	26,400
Thierry Vanlancker	338,484	0%	0
B. C. Chong	163,882	57%	105,543

Long-Term Incentive Program

In 2014, DuPont's LTI program for NEOs consisted of a mix of stock options, PSUs, and RSUs, all based on fair value on the grant date. For 2014, the DuPont Compensation Committee revised the mix to increase PSUs to 50%, and decreased stock options and RSUs to 25% each. This shift reinforces DuPont's emphasis on pay for performance.

The following table summarizes the performance drivers, mix, and objectives for the various LTI components as they relate to NEOs:

	PSUs	***Stock Options***	***RSUs***
2014 LTI mix	• 50%	• 25%	• 25%
Performance drivers	• TSR (relative to peer group) • Revenue growth (intermediate-term) (relative to peer group)	• Stock price appreciation (longer-term)	• Stock price appreciation (intermediate-term)
Objectives	• Focus on business priorities such as revenue growth and TSR, which are obtained through balanced growth, profitability, and capital management over a three-year period • Stockholder alignment	• Stockholder alignment • Link to long-term business objectives • Stock ownership • Retention	• Stock ownership • Capital accumulation • Retention
Program design	• At the conclusion of the performance cycle, payouts can range from 0% to 200% of the target grant based on relative performance of revenue and TSR • PSUs are based on a three-year performance cycle compared to our peers and are awarded annually at the beginning of the cycle	• Options vest in one-third increments over three years • Seven-year term • Nonqualified stock option grants are made annually at the closing price on the date of grant • No repricing of stock options	• Vest in one-third increments over a three-year period • Typically granted annually

2014 Long-Term Incentive Awards

Annual awards to employees, including NEOs, are made at a pre-established DuPont Compensation Committee meeting in early February. This allows sufficient time for the market to absorb announcement of annual earnings, which is typically made during the fourth week of January. DuPont does not time equity awards in coordination with the release of material nonpublic information. The grant price is the closing price on the date of grant.

Each year the DuPont Compensation Committee establishes target LTI values based on a number of factors including market practices, internal equity, and cost. For 2014, the Committee increased LTI targets approximately 10% to be more in line with competitive market levels and will continue to move toward market median over time.

Name	*2014 LTI — Grant Date Fair Value(1)*
Mark Vergnano	$2,100,000
Mark Newman	N/A(2)
Beth Albright	N/A(2)
Thierry Vanlancker	350,000
B. C. Chong	250,000

(1) Reflects the grant date fair value and differs from the value of equity awards shown in the SCT and Grants of Plan-Based Awards Table (GPBAT) because those tables reflect the probable outcome of the performance conditions for PSUs. The LTI amounts shown in this table value PSUs at the closing price of DuPont common stock on the date of grant, and reflect the value the DuPont Compensation Committee considered when making LTI awards for 2014.

(2) Mr. Newman and Mrs. Albright did not receive a 2014 LTI award because they were hired in November and October respectively. Both are eligible to receive LTI beginning February 2015.

Performance Share Units Granted in 2014

The actual number of shares earned for the PSUs granted in 2014 will be based on DuPont's revenue growth and TSR relative to its peer group for the three-year performance period of 2014 through 2016, as shown in the table below. As described elsewhere, PSUs held by our employees at the time of the distribution will be subject to special treatment. See "Treatment of Outstanding Equity Awards as of the Distribution Date" on page 121.

PERFORMANCE TARGETS (2014-2016 PERFORMANCE PERIOD)

(REVENUE GROWTH PAYOUT % X TARGET AWARD X 50%)

+ (TSR PAYOUT % X TARGET AWARD X 50%)

= FINAL AWARD

DuPont Revenue Growth or TSR Relative to the Peer Group	% of Target Shares Earned (Payout %)
Below 25th percentile*	0%
At 25th percentile*	25%
At 50th percentile*	100%
At or above 75th percentile*	200%

* interim points are interpolated

2012–2014 PSU PROGRAM (PAYABLE IN 2015)

The three-year performance period for PSUs awarded in 2012 ended on December 31, 2014. The final number of shares earned was based on revenue growth and TSR in relation to DuPont's peer group over the three-year performance period. The final payout determination was made in March of 2015 after a review of DuPont's and its peer group's performance. Revenue growth was comparable to those of the twenty-fourth (24th) percentile of the peer group. TSR was comparable to those of the forty-first (41st) percentile of the peer group. This resulted in an overall payout of thirty-seven percent (37%).

2014 NEO TOTAL DIRECT COMPENSATION SUMMARY

This table is not intended to be a substitute for the SCT or GPBAT. Base salary is shown as of December 31, 2014. STIP awards and LTI awards for 2014 are reflected in the SCT and GPBAT. The value of LTI awards reflected in this table differs from the value of equity awards shown in the SCT and GPBAT because those tables reflect the probable outcome of the performance conditions for PSUs. The LTI amounts shown in this table value PSUs at the closing price of DuPont common stock on the date of grant, and reflect the value the DuPont Compensation Committee considered when making LTI awards for 2014.

Name	*2014 Base Salary*	*2014 Final STIP*	*2014 LTI*	*TDC*
Mark Vergnano	$ 720,000	$376,000	$2,100,000	$3,196,000
Mark Newman	560,000	N/A	N/A	560,000
Beth Albright	400,000	26,400	N/A	426,400
Thierry Vanlancker	561,949	0	350,000	911,949
B. C. Chong	612,711	105,543	250,000	968,254

Changes for 2015 STIP and LTI

Due to the contemplated separation, which is expected mid-2015, the 2015 STIP and LTI awards for our NEOs was modified from what was in effect generally for DuPont NEOs in 2014. As modified, performance under the STIP will be measured quarterly against three financial measures for Chemours: cash flow from operations (40%), operating earnings (40%) and revenue (20%) (the corporate performance and individual performance factors were eliminated). The portion of the annual LTI award that was historically granted in the form of PSU awards was not made; however, we expect to make a grant of comparable value upon or soon after the distribution in respect of that forgone award. Following the separation, we expect our Compensation Committee will review the STIP and LTI programs and may make certain changes to align them with our compensation philosophy and their view of our business needs and strategic priorities.

EXECUTIVE COMPENSATION

The following tables provide information in regard to the compensation of our NEOs for the fiscal year ending December 31, 2014. All of the compensation shown relates to the compensation paid by DuPont to the NEO for 2014. Chemours did not pay the NEOs any compensation for 2014.

Summary Compensation Table

Name and Principle Position	*Year*	*Salary ($)*	*Bonus ($)*	*Stock Awards ($)(1)*	*Option Awards ($)(2)*	*Nonequity Incentive Plan Compensation ($)(3)*	*Change in Pension Value and Nonqualified Deferred Compensation Earnings ($)(4)*	*All Other Compensation ($)(5)*	*Total ($)*
Mark Vergnano, President and Chief Executive Officer	2014	$716,667	N/A	$1,727,967	$525,011	$ 376,000	$ 714,436	$ 112,200	$4,172,281
Mark Newman, Senior Vice President and Chief Financial Officer(6)	2014	81,667	$500,000	1,500,039	N/A	N/A	N/A	24,312	2,106,018
Beth Albright, Senior Vice President, Human Resources(7)	2014	73,913	250,000	1,150,023	N/A	26,400	N/A	3,551	1,503,887
Thierry Vanlancker, President Fluoroproducts(8)	2014	560,098	N/A	288,074	87,511	0	0	0	935,683
B. C. Chong, President Titanium Technologies(9)	2014	611,732	N/A	205,767	62,504	105,543	N/A	44,187	1,029,733

(1) Represents the aggregate grant date fair value of time-vested RSUs and PSUs computed in accordance with FASB ASC Topic 718. Those values are detailed in the 2014 Grants of Plan-Based Awards table. For PSUs, the grant date fair value is based upon the probable outcome of the performance conditions. This amount is consistent with the estimate of aggregate compensation cost to be recognized over the service period determined as of the grant date under FASB ASC Topic 718, excluding the effect of estimated forfeitures. The grant date fair values of the PSUs assuming that the highest level of performance conditions will be achieved are as follows: Mr. Vergnano ($2,405,862); Mr. Vanlancker ($401,095); Mr. Chong ($286,497).

(2) Represents the aggregate grant date fair value of stock options computed in accordance with FASB ASC Topic 718. Assumptions used in determining values can be found under 2014 Grants of Plan-Based Awards — Grant Date Fair Value of Stock and Option Awards.

(3) Represents payouts under the cash-based award component (STIP) of the Equity and Incentive Plan (EIP) for services performed during 2014. This column includes compensation which may have been deferred at the NEO's election. Any such amounts will be included in the "Executive Contributions" column of our 2015 Nonqualified Deferred Compensation table.

(4) This column reports the estimated positive change in the actuarial present value of an NEO's accumulated pension benefits and any above-market earnings on nonqualified deferred compensation balances. DuPont does not credit participants in the nonqualified plans with above-market earnings; therefore, no such amounts are reflected here. Fluctuations in exchange rates result in an aggregate net negative number for Mr. Vanlancker, and accordingly zero is reported per regulatory guidelines. The year-over-year change in pension values for Mr. Vanlancker is as follows: DISA $59,491; DUBEL ($60,105); TPG ($62,242). See the narrative discussion following the Pension Benefits table for a description of these plans.

(5) Amounts shown include company contributions to qualified defined contribution plans and company contributions to nonqualified defined contribution plans. The amounts also reflect perquisites and personal benefits. For a detailed discussion of the items and amounts reported in this column, refer to the "All Other Compensation" section of the narrative discussion following this footnote.

(6) Mr. Newman received a $150,000 signing bonus upon hire on November 10, 2014, a $350,000 short-term incentive replacement award payable in February 2015 in lieu of participation in the 2014 DuPont Short-term Incentive Plan and a special stock award with a grant date value of $1,500,039 upon joining.

(7) Mrs. Albright received a signing bonus upon hire on October 27, 2014 and a special stock award with a grant date value of $1,150,023 upon joining.

(8) Mr. Vanlancker is paid in Swiss francs (CHF). Unless otherwise noted, compensation amounts have been converted to United States dollars using the foreign exchange rate in effect December 31, 2014: 1.0107.

(9) Mr. Chong is paid in Singapore dollars (SGD). Unless otherwise noted, compensation amounts have been converted to United States dollars using the foreign exchange rate in effect December 31, 2014: 0.7555.

Narrative Discussion of Summary Compensation Table

Salary

Amounts shown in the “Salary” column of the table above represent base salary earned during 2014. Base salary rate changes for all NEOs were effective March 1, 2014 for named executive officers then employed by DuPont. Base salary represents approximately one-third of TDC (base salary, STIP awards and LTI awards) for the NEOs employed the entire year, which is consistent with the DuPont Human Resources and Compensation Committee’s goal of placing emphasis on “at risk” compensation.

Bonus

Amounts shown in the “Bonus” column of the table above represents signing bonuses awarded upon hire and/or short-term incentive replacement awards in lieu of participation in the DuPont Short-Term Incentive Plan payable in February 2015.

Stock Awards

Amounts shown in the “Stock Awards” column of the table above represent the aggregate grant date fair value of RSUs and PSUs computed in accordance with FASB ASC Topic 718. For PSUs, the grant date fair value is based upon the probable outcome of the performance conditions. This amount is consistent with the estimate of aggregate compensation cost to be recognized over the service period determined as of the grant date under FASB ASC Topic 718, excluding the effect of estimated forfeitures. Refer to 2014 Grants of Plan-Based Awards — Grant Date Fair Value of Stock and Option Awards for a detailed discussion of the grant date fair value of stock awards.

Option Awards

Amounts shown in the “Option Awards” column of the table above represent the aggregate grant date fair value of stock options computed in accordance with FASB ASC Topic 718. Refer to 2014 Grants of Plan-Based Awards — Grant Date Fair Value of Stock and Option Awards for a detailed discussion of the grant date fair value of option awards.

Non-Equity Incentive Plan Compensation

Amounts shown in the “Non-Equity Incentive Plan Compensation” column of the table above represent cash-based short-term incentive, or STIP, awards paid for 2014.

Change in Pension Value and Nonqualified Deferred Compensation Earnings

Amounts shown in the “Change in Pension Value and Nonqualified Deferred Compensation Earnings” column of the table above represent the estimated change in the actuarial present value of accumulated benefits for each of the NEOs at the earlier of either age 65 or the age at which the NEO is eligible for an unreduced pension. Key actuarial assumptions for the present value of accumulated benefit calculation can be found in Note 18 (“Long-Term Employee Benefits”) to the Consolidated Financial Statements in DuPont’s Annual Report on Form 10-K for the year ended December 31, 2014. Assumptions are further described in the narrative discussion following the Pension Benefits table.

There were no above-market or preferential earnings during 2014 on nonqualified deferred compensation. Generally, earnings on nonqualified deferred compensation include returns on investments in seven core investment alternatives, interest accruals on cash balances, DuPont common stock returns and dividend reinvestments. Interest is accrued on cash balances based on a rate that is traditionally less than 120% of the applicable federal rate, and dividend equivalents are accrued at a non-preferential rate. In addition, the other core investment alternatives are a subset of the investment alternatives available to all employees under the qualified plan. Accordingly, these amounts are not considered above-market or preferential earnings for purposes of, and are not included in, the 2014 Summary Compensation Table.

Accordingly, all amounts shown in this column reflect the change in the pension value under the Pension Plan and Pension Restoration Plan. The change in pension value represents the change from 2013 to 2014 in the present value of the NEO's accumulated benefit as of the applicable pension measurement date.

All Other Compensation

Amounts shown in the "All Other Compensation" column of the table above include perquisites and personal benefits (if greater than or equal to $10,000); DuPont contributions to qualified defined contribution plans; and DuPont contributions to nonqualified defined contribution plans. The following table details those amounts.

Name	Perquisites and Other Personal Benefits		DuPont Contributions to Qualified Defined Contribution Plans(1)	DuPont Contributions to Nonqualified Defined Contribution Plans(2)
Mark Vergnano		$ 0	$ 23,400	$ 88,800
Mark Newman	Relocation	12,000	1,051	N/A
	Tax Gross-up on Relocation	11,261		
Beth Albright		0	3,551	N/A
Thierry Vanlancker		0	N/A	N/A
B. C. Chong	Car allowance	28,331	8,990(3)	N/A
	Income Tax Preparation	5,400		
	Tax Equalization on income reportable for globally-mobile employees	378		
	Club Subscription	1,088		

(1) Amounts represent DuPont's match to the tax-qualified Retirement Savings Plan (RSP) on the same basis as provided to U.S. parent company employees. For 2014, the RSP provided a company match of 100% of the first 6% of the employee's contribution. Amounts also include an additional company contribution of 3%.

(2) Amounts represent DuPont's match to the Retirement Savings Restoration Plan (RSRP) on the same basis as provided to U.S. parent company employees who fall above the applicable Internal Revenue Code (Code) limits. For 2014, the RSRP provided a company match of 100% of the first 6% of employee's eligible contributions. Amounts also include an additional company contribution of 3% of eligible contributions.

(3) Amount represents DuPont's contribution to Singapore's Central Provident Fund (CPF). The CPF is a comprehensive social security system that enables working Singapore citizens and permanent residents to set aside funds for retirement.

2014 Grants of Plan-Based Awards

The following table provides information on STIP awards, stock options, RSUs and PSUs granted in 2014 to each NEO. For a complete understanding of the table, refer to the narrative discussion that follows.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards; Number of Stock or Units (#)	All Other Option Awards; Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards ($/Share)	Grant Date Fair Value of Stock and Option Awards
		Threshold	Target	Maximum	Threshold (#)	Target (#)	Maximum (#)				
Mark	2/5/14	—	720,000	1,440,000	—	16,963	33,926				$1,202,931
Vergnano	2/5/14							8,482			$ 525,036
	2/5/14								38,378	$ 61.90	$ 525,011
Mark Newman	11/11/14		N/A[1]					21,184			$1,500,039
Beth Albright	10/27/14	—	48,044[2]	96,087[2]				16,942			$1,150,023
Thierry	2/5/14	—	338,484	676,968	—	2,828	5,656				$ 200,548
Vanlancker	2/5/14							1,414			$ 87,527
	2/5/14								6,397	$ 61.90	$ 87,511
B. C. Chong	2/5/14	—	163,882	327,764	—	2,020	4,040				$ 143,248
	2/5/14							1,010			$ 62,519
	2/5/14								4,569	$ 61.90	$ 62,504

(1) In accordance with the terms of his employment offer, Mr. Newman is not eligible for a 2014 non-equity incentive plan award.
(2) The target and maximum non-equity incentive plan award amounts for Mrs. Albright are pro-rated based on her October 27, 2014 hire date.

Narrative Discussion of Grants of Plan-Based Awards Table

Estimated Future Payouts Under Non-Equity Incentive Plan Awards

Amounts shown in this column of the table above represent STIP award opportunities for 2014 under the EIP. A target STIP award is established at the beginning of the relevant fiscal year (or upon hire as appropriate), based on a percentage of the NEO's base salary. As noted above, Mr. Newman received a first-year short-term incentive guarantee in lieu of participation in the 2014 DuPont STIP. The actual STIP payout for NEOs, which can range from 0% to 200% of target, is based on corporate and total business unit performance and individual performance. Refer to pages 122-124 for more details.

Estimated Future Payouts Under Equity Incentive Plan Awards

Amounts shown in this column of the table above represent the potential payout range of PSUs granted in 2014. Vesting is based equally upon corporate revenue growth and TSR, both in relation to the predefined peer group. Performance and payouts are determined independently for each metric. At the conclusion of the three-year performance period, the actual award, delivered as DuPont common stock, can range from 0% to 200% of the original grant. Dividend equivalents are applied after the final performance determination.

For a discussion of the impact on PSUs of any termination, see "Potential Payments Upon Termination or Change in Control." As discussed elsewhere, PSUs held by our employees at the time of the distribution will be subject to special treatment. See "Treatment of Outstanding Equity Awards as of the Distribution Date" on page 121.

All Other Stock Awards: Number of Shares of Stock or Units

Amounts shown in this column of the table above represent RSUs granted in 2014 that are paid out in shares of DuPont common stock and vest ratably over a three-year period, one-third on each anniversary date. Dividend equivalents are applied and are subject to the same restrictions as the RSUs. For a discussion of the impact on RSUs of any termination, see “Potential Payments Upon Termination or Change in Control.”

All Other Option Awards: Number of Securities Underlying Options

Amounts shown in this column of the table above represent nonqualified stock options granted in 2014 with a seven-year term and ratable vesting over a three-year period, one-third on each anniversary date. The exercise price of options granted, as shown in the table above, is based on the closing price of DuPont common stock on the date of grant. For a discussion of the impact on options of any termination, see “Potential Payments Upon Termination or Change in Control.”

Grant Date Fair Value of Stock and Option Awards

Except with respect to PSUs, amounts shown in this column of the table above reflect the grant date fair value of the equity award computed in accordance with FASB ASC Topic 718. For PSUs, the grant date fair value is based upon the probable outcome of the performance conditions. This amount is consistent with the estimate of aggregate compensation cost to be recognized over the service period determined as of the grant date under FASB ASC Topic 718, excluding the effect of estimated forfeitures. The grant date fair value of the PSUs, to the extent subject to a total shareholder return metric, was $79.93, estimated using a Monte Carlo simulation. The grant date fair value of the PSUs, to the extent subject to a revenue metric, was based upon the closing price of the underlying DuPont common stock as of the grant date, which was $61.90.

The grant date fair value of RSUs reflected in this column is based on the closing price of DuPont common stock as of the grant date, which was $61.90.

For purposes of determining the fair value of stock option awards, DuPont used the Black-Scholes option pricing model and the assumptions set forth in the table below. The grant date fair value of options granted in 2014 was $13.68. DuPont determined the dividend yield by dividing the current annual dividend on the DuPont common stock by the option exercise price. A historical daily measurement of volatility is determined based on the expected life of the option granted. The risk-free interest rate is determined by reference to the yield on an outstanding U.S. Treasury Note with a term equal to the expected life of the option granted. Expected life is determined by reference to DuPont’s historical experience.

	2014
Dividend yield	2.9%
Volatility	31.33%
Risk-free interest rate	1.675%
Expected life (years)	5.26

Outstanding Equity Awards at December 31, 2014

The following table shows the number of shares underlying exercisable and unexercisable options and unvested and, as applicable, unearned RSUs and PSUs (in each case denominated in shares of DuPont common stock) held by our NEOs at December 31, 2014. Market or payout values in the table below are based on the closing price of DuPont common stock as of December 31, 2014.

	Option Awards					Stock Awards			
Name	*Number of Securities Underlying Unexercised Options (#) Exercisable*	*Number of Securities Underlying Unexercised Options (#) Unexercisable(1)*	*Option Exercise Price ($)*	*Option Expiration Date*	*Grant Date*	*Number of Shares or Units of Stock Held That Have Not Vested (#)(2)*	*Market Value of Shares or Units of Stock Held That Have Not Vested ($)*	*Equity Incentive Plan Awards; Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)(3)*	*Equity Incentive Plan Awards; Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)(4)*
Mark Vergnano	33,384	16,693	$ 51.78	2/5/19	2/6/12	4,192	$ 309,976		
	18,411	36,822	$ 47.44	2/5/20	2/6/13	8,500	$ 628,464	16,021	$ 1,184,593
	—	38,378	$ 61.90	2/4/21	2/5/14	8,717	$ 644,575	16,963	$ 1,254,244
Mark Newman					11/11/14	21,328	$1,576,960		
Beth Albright					10/27/14	17,057	$1,261,181		
Thierry Vanlancker	3,875	—	$ 51.85	2/2/18					
	3,861	1,931	$ 51.78	2/5/19	2/6/12	485	$ 35,869		
	2,726	5,450	$ 47.44	2/5/20	2/6/13	1,258	$ 93,016	2,372	$ 175,386
					8/6/13	31,304	$2,314,629		
	—	6,397	$ 61.90	2/4/21	2/5/14	1,453	$ 107,454	2,828	$ 209,102
B. C. Chong	27,526	—	$ 23.28	2/3/16					
	12,125	—	$ 33.49	2/2/17					
	6,339	—	$ 51.85	2/2/18					
	4,187	2,094	$ 51.78	2/5/19	2/6/12	526	$ 38,909		
	2,181	4,360	$ 47.44	2/5/20	2/6/13	1,006	$ 74,397	1,898	$ 140,338
	—	4,569	$ 61.90	2/4/21	2/5/14	1,038	$ 76,753	2,020	$ 149,359

(1) The following table provides an overview of stock options with outstanding vesting dates as of December 31, 2014:

Stock Option Expiration Date	Outstanding Vesting Dates
2/5/2019	Balance vests on February 6, 2015
2/5/2020	Vests equally on February 6, 2015 and 2016
2/4/2021	Vests equally on February 5, 2015, 2016 and 2017

(2) The following table provides an overview of RSUs, including dividend-equivalent units, with outstanding vesting dates as of December 31, 2014:

Grant Date	Outstanding Vesting Dates
2/6/2012	Balance vests on February 6, 2015
2/6/2013	Vests equally on February 6, 2015 and 2016
8/6/2013	Balance vests on August 6, 2017
2/5/2014	Vests equally on February 5, 2015, 2016 and 2017
10/27/2014	Vests equally on October 27, 2015, 2016 and 2017
11/11/2014	Vests equally on November 11, 2015, 2016 and 2017

(3) The following table provides an overview of PSUs with outstanding vesting dates as of December 31, 2014:

Grant Date	Outstanding Vesting Dates
2/6/2013	Performance period ends December 31, 2015
2/5/2014	Performance period ends December 31, 2016

Because cumulative performance to date as of December 31, 2014 exceeds threshold, the next higher level of performance (i.e. target) is reported. The treatment of outstanding (2013-2015 and 2014-2016) PSU cycles is described under "Treatment of Outstanding Equity Awards as of the Distribution Date" on page 121.

(4) Equity incentive plan awards reported in last two columns are based on achievement of target performance. Refer to footnote (3) above.

2014 Option Exercises and Stock Vested

The table below shows the number of shares of DuPont common stock acquired upon the exercise of stock options and the vesting of RSUs and PSUs during 2014.

	Option Awards(1)		Stock Awards(2)	
Name	Number of Shares Acquired on Exercise (#)	Value Realized Upon Exercise ($)	Number of Shares Acquired on Vesting (#)	Value Realized Upon Vesting ($)
Mark Vergnano	109,544	$ 2,858,937	16,665	$ 1,111,083
Mark Newman	—	—	—	—
Beth Albright	—	—	—	—
Thierry Vanlancker	16,264	664,403	1,963	130,905
B. C. Chong	—	—	2,143	142,559

(1) Represents the number of stock options exercised in 2014. The value realized upon exercise is computed by determining the difference between the market price at exercise and the exercise price of the options.

(2) Represents the number of RSUs and PSUs vesting in 2014. The value realized upon vesting is computed by multiplying the number of units by the value of the underlying shares on the vesting date, with respect to RSUs, and on March 2, 2015, with respect to PSUs. Includes PSUs granted in 2012, which vested December 31, 2014, and were paid out in March 2015. This information was also disclosed in the 2014 DuPont proxy.

The performance period for PSUs granted in 2012 ended on December 31, 2014. The final payout was not determinable as of December 31, 2014. The DuPont Human Resources and Compensation Committee made the final payout determination in March 2015 after a final review of DuPont's performance relative to the peer group. The final 2012 PSU shares are paid out and the value realized in March 2015.

Pension Benefits as of December 31, 2014

The table below shows the present value of accumulated benefits for the NEOs under the tax qualified and nonqualified pension plans of DuPont as of December 31, 2014.

Name	Plan Name	Number of Years of Credited Service (#)	Present Value of Accumulated Benefits ($) (1)
Mark Vergnano	Pension Plan	34.00	$1,632,534
	Pension Restoration Plan	34.00	$6,347,702
Mark Newman	N/A		
Beth Albright	N/A		
Thierry Vanlancker	DuPont Switzerland (DISA) Subsidiary Plan	10.33(2)	$ 891,670(3)
	DuPont Belgium (DUBEL) Subsidiary Plan	16.00(4)	$ 454,451(5)
	Transferee Pension Guide (TPG) Policy	26.33	$1,115,221(3)
B. C. Chong	N/A		

(1) The value that an executive will actually receive under these benefit plans will differ to the extent facts or circumstances vary from what these calculations assume.

(2) Mr. Vanlancker is a participant in the DuPont Switzerland (DISA) Subsidiary Plan beginning September 1, 2004 to present (December 31, 2014). He is covered under the Transferee Pension Guide (TPG) Policy designed to protect transferees against a loss of acquired pension benefits due to transfers.

(3) Converted from Swiss francs to United States dollars using the foreign exchange rate in effect December 31, 2014: 1.0107.

(4) Mr. Vanlancker is a participant in the DuPont Belgium (DUBEL) Subsidiary Plan by way of service performed from September 1, 1988 through August 31, 2004.

(5) Converted from Euros to Swiss francs, then Swiss francs to United States dollars using foreign exchange rates in effect December 31, 2014: 1.20293 and 1.0107, respectively.

Narrative Discussion of Pension Benefits

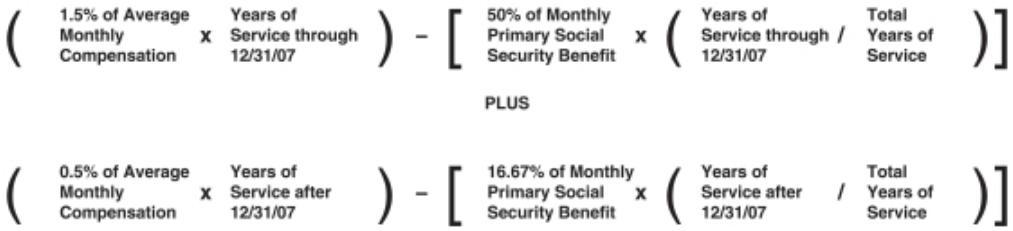
Mr. Vergnano participates in the DuPont Pension Plan and Pension Restoration Plan.

The Pension Plan is a tax-qualified defined benefit pension plan that covers a majority of the U.S. DuPont employees, except those hired or rehired after December 31, 2006. The Pension Plan provides employees with a lifetime retirement income based on years of service and the employees' final average pay near retirement. The normal form of benefit for married individuals is a 50 percent qualified joint and survivor annuity. The normal form of benefit for unmarried individuals is a single life annuity, which is actuarially equivalent to the normal form for married individuals. Normal retirement age under the Pension Plan is generally age 65, and benefits are vested after five years of service. Under the provisions of the Pension Plan, employees are eligible for unreduced pensions when they meet one of the following conditions:

- Age 65 or older with at least five years of service
- Age 58 with age plus service equal to or greater than 85
- Permanent incapacity to perform duties, with at least 15 years of service

An employee who is not eligible for retirement with an unreduced pension is eligible for retirement with a reduced pension if he/she is age 50 with at least 15 years of service. His/her pension is reduced by the greater of five percent for every year that his/her age plus service is less than 85 or five percent for every year that his/her age is less than 58. In no event will the reduction exceed 50 percent. As of December 31, 2014 Mr. Vergnano is eligible for a reduced pension.

The primary pension formula that applies to participants in the Pension Plan and Pension Restoration Plan provides a monthly retirement benefit equal to:



Average monthly compensation is based on the employee's three highest-paid years or, if greater, the 36 consecutive highest-paid months. Compensation for a given month includes regular compensation plus one-twelfth of an individual's STIP award for the relevant year. Other bonuses are not included in the calculation of average monthly compensation.

If benefits provided under the Pension Plan exceed the applicable Code compensation or benefit limits, the excess benefit is paid under the Pension Restoration Plan, an unfunded nonqualified plan. Effective January 1, 2007, the form of benefit under the Pension Restoration Plan for participants not already in pay status is a lump sum. The mortality tables and interest rates used to determine lump sum payments are the Applicable Mortality Table and the Applicable Interest Rate prescribed by the Secretary of the Treasury in Section 417(e)(3) of the Code.

DuPont does not grant any extra years of credited service.

Key actuarial assumptions for the present value of accumulated benefit calculation can be found in Note 18 ("Long-Term Employee Benefits") to the Consolidated Financial Statements in DuPont's Annual Report on Form 10-K for the year ended December 31, 2014. All other assumptions are consistent with those used in the Long-Term Employee Benefits Note, except that the present value of accumulated benefit uses a retirement age at which the NEO may retire with an unreduced benefit under the Pension Plan. The valuation method used for determining the present value of the accumulated benefit is the traditional unit credit cost method.

Mr. Vanlancker is a participant in the DuPont Switzerland (DISA) Subsidiary Plan, the DuPont Belgium (DUBEL) Subsidiary Plan, and is covered under the Transferee Pension Guide (TPG) Policy.

DuPont Switzerland (DISA) Subsidiary Plan

In fulfilling its obligation to protect employees and their survivors against the economic consequences of old age, disability and death, DuPont Switzerland, in partnership with its employees, implemented The Pension Plan for the Personnel of DuPont de Nemours International Sarl, referred to as the DuPont Switzerland (DISA) Subsidiary Plan.

The valuation methodology used to determine benefits considers age and gender, with reference to the 2010 Swiss mortality table (LPP2010), using a technical interest rate of 3.5% per annum through December 31, 2014. The technical interest rate is 3.0% effective January 1, 2015.

The monthly normal retirement pension for each participant shall be:

Monthly pension = [1.8% x Sdf x S] / 12
Sdf = Final Three-Year Pension-Bearing Pay
S = Months of Participation Credit, at most 540, or 45 years.

Normal retirement date means the first day of the calendar month following the date at which the Participant attains age 65.

Final Three-Year Pension-Bearing Pay means average Pension-Bearing Pay during the final 36 months or actual number of months if less than 36, in which Monthly Pay was received.

Pension-Bearing Pay means that portion of Monthly Pay in excess of Social Security-Covered Pay.
Social Security-Covered Pay means that portion of Monthly Pay which equals 100% of the monthly minimum AVS pension.

Participation Credit means the sum of months in which Pension-Bearing Pay applies, increased by purchase of benefits in accordance with Section 4.3 and reduced by withdrawal to finance home ownership or withdrawal due to a divorce.

The monthly pension calculated shall be in addition to any pension payable by Social Security. Participants may require that a part, maximum 50%, of his pension be converted into a lump sum payment at the date of retirement.

Active Participants shall contribute to this Plan an amount equal to 8% of Pension-Bearing Pay. The employer's contribution shall be at least equal to the aggregate contributions paid by Participants.

The DISA Plan also provides for Disability Pension, Surviving Spouse Pension, and/or Orphan Pension as may be appropriate. Additionally, the DISA Plan provides for a Lump-sum Death Benefit to be payable to the Participant's beneficiaries should the Participant die due to a cause other than accident.

If an active Participant separates from employment prior to an insured event (retirement, disability or death), he is entitled to a portable benefit. The portable benefit is equivalent to the actual value of the acquired vested rights (on the principle of defined benefits). Once DuPont has paid the portable benefit it is released from all benefit obligations.

An active Participant who is at least aged 58 shall become eligible for voluntary early retirement upon his request and provided he ceases to earn an income from the employer. The early retirement pension shall be determined by:

1. Calculating a basic pension amount, and
2. Reducing this amount by 4% per year preceding the normal retirement date. For the Participants aged between 50 and 57 as of December 31, 2012, including Mr. Vanlancker, the pension amount is reduced by 2% per year preceding the normal retirement date. The reduction is pro-rated when the number of years is fractional.

All active Participants may also buy in additional participation credit, by submitting, within 6 months joining the employer, a financial plan outlining such buying in, which must be scrupulously followed or any future participation credit that the Participant committed to buy could no longer be acquired. The total buying in of participation credits may not exceed the normal retirement pension, which would have been accumulated in participating to the present plan as from the age of 20. The number of years of participation credit cannot exceed 45. The Participant must transfer in all his vested benefits from previous Swiss pension funds and from any other recognized pension institutions in Switzerland before he can buy in benefits and/or make voluntary contributions. An active Participant who has been a participant for more than 6 months and who has already completed the payment schedule he committed to for buying benefits may make voluntary contributions in order to buy complementary pension benefits. The maximum value is equal to the amount required to allow a Participant to retire as early as from age 58 with the same pension he would have received at normal retirement age (based on the same pensionable salary at the retirement date).

The specific elements of compensation covered by the pension formula consist of Monthly Pay, meaning the Participant's monthly gross base salary, before deductions, based on his regular working schedule, plus an

increment equal to 1/12 of said monthly gross salary to reflect the payment of a thirteenth month, but excluding any overtime, annual lump sum awards, family allowances, or other awards or perquisites.

The salary exceeding 10 times the maximum LPP salary ("LPP" means the Swiss Federal Law on Retirement, Dependents and Disability Pensions of June 25, 1982) shall not be taken into account under this Pension Plan.

DuPont Belgium (DUBEL) Subsidiary Plan

Mr. Vanlancker earned an accrued benefit in the DUBEL plan by way of working in Belgium beginning September 1988 through August 2004.

The valuation methodology is based on the actuarial "current unit credit" method, where the actuarial liability (actual value of future pension obligation) is based on the current salary and the current service. As the actuarial liability is calculated using the expected return on assets, in line with the strategic asset allocation, a supplementary buffer of 20% is added on top of the actuarial liability to protect against negative deviations towards the expected return on assets. The technical provision (so-called Long Term Provision LTP) is therefore equal to the actuarial liability plus a buffer of 20% and at least equal to the sum of all individual transfer values according to Social and Labor Law (Short Term Provision STP).

Ongoing retirement contributions are calculated using the same methodology (reflecting the increase of the actuarial liability over one year) and contains two parts: the extra year of service and the revaluation of the past service due to one year of salary increase. The ongoing contribution is also increased with a buffer of 20% in line with the increase of the technical provision (LTP).

Risk benefits are fully insured by an insurer at no extra cost.

Benefits available under the DUBEL plan are determined by formula (i.e., the pension capital calculation). Pensionable earnings consist of base salary and shift premiums only. When performing this calculation, retirement is presumed to occur on the first of the month following the participant's 65th birthday. The commencement date for benefits payable under the plan can be postponed. If so, the accrual continues following standard rules. Participants must be living as of the first of the month following their 65th birthday to be entitled to a defined benefit capital payout.

Participants may opt for early retirement as of age 60, provided a sufficient number of years have been worked to be legally entitled. Participants are entitled to accrued capital at early retirement age.

There are no death benefits payable to deferred vested participants in the plan.

There is no policy granting extra years of credited service under the plan.

Transferee Pension Guide (TPG) Policy

The purpose of the "TPG" Policy is to provide pension treatment for employees who have vested entitlements in two or more DuPont pension plans, equitable with pension treatment for employees who participated during their career in only one plan. The objective is to protect transferees against a loss of acquired pension benefits due to transfers.

The "TPG" Policy is based on the following principles:

1. Total Retirement Income (TRI) will be guaranteed on the basis of all years of Pensionable Service and Final Average Pay Levels.
2. This guarantee should not exceed: final average pay or the highest pension that would have been payable if all the service had been in any one of the plans in which the employee participated; and should not be less: than the lowest pension that would have been payable if all the service had been in any one of the plans in which the employee participated.

3. Protection against loss of Social Security coverage directly attributable to a transfer within DuPont.
4. Preservation of all pension segments earned as a participant in DuPont pension plans.
5. Eligibility will be determined in accordance with the final subsidiary's pension plan.
6. All calculations will be made in the currency of the selected Administrative Country of Retirement (ACOR) using appropriate exchange rates.
7. The TRI Guarantee will be reviewed periodically in line with the pension adjustments in the ACOR.

Pension calculations are made according to two basic formulas. The same basic calculation principles apply in determining normal age, early and disability retirement pension, survivor pension and vested benefits. The basic formula for the Pension Guarantee is:

Final Average Pay

Times Pensionable Service

Times Weighted Average Benefit Factor

Equals Total Retirement Income Guarantee

The DuPont pension guarantee is the TRI Guarantee less the Applicable Social Security.

For each individual pension plan a transferee participated in a calculation is made according to the pension formula in force and the pension bearing pay earned for the period of participation. These segments are added up to give the actual DuPont pension segments. Together with the Applicable Social Security segments this forms the aggregate Sum-of-the-Parts pension benefit.

The Total Retirement Income is the higher of the calculations under the Pension Guarantee formula and the Sum-of-the-Parts formula. The elements of TRI can include individual DuPont pension plan segments, Applicable Social Security and a Supplemental Benefit when the TRI Guarantee formula is higher than Sum-of-the-Parts.

Final Average Pay is the highest average pay recognized for pension purposes in any consecutive 36 months in the last ten years of DuPont employment, annualized. The specific elements of compensation recognized for pension purposes may vary from one corporate unit to another.

Pensionable Service is all periods of service recognized as participation credit in a DuPont pension plan or equivalent at the time of pensionable event.

Weighted Average Benefit Factor is an average of the actual benefit factors at the time of pensionable event for each DuPont plan, weighted for the period during which the transferee has participated in that plan.

Applicable Social Security is the portion of all Social Security benefits attributable to employment with DuPont.

Pension benefits are calculated on the basis of the normal age retirement pension eligibility provisions of the final subsidiary pension plan. Early retirement pension benefits are calculated on the basis of the final subsidiary pension plan eligibility provisions for early retirement and method of benefits reduction. A reduction factor of 0.5% per month will be used for individual pension plans that do not have a specified actuarial reduction factor. Survivors' pension benefits are calculated on the basis of the survivors' pension eligibility provisions of the final subsidiary pension plan. Disability retirement pension benefits are calculated on the basis of the final subsidiary pension plan disability provisions.

The valuation methodology utilized may vary from one corporate unit to another.

Similarly, policies granting extra years of credited service may vary from one corporate unit to another.

Mr. Newman was hired after December 31, 2006. As such, he does not participate in the Pension Plan or Pension Restoration Plan.

Mrs. Albright was hired after December 31, 2006. As such, she does not participate in the Pension Plan or Pension Restoration Plan.

Mr. Chong does not participate in any tax-qualified or supplemental nonqualified defined benefit plans.

Nonqualified Deferred Compensation As of December 31, 2014

The following table provides information on DuPont's defined contribution or other plans that during 2014 provided for deferrals of compensation on a basis that is not tax-qualified. Mr. Vergnano is the only NEO who participated in such a DuPont plan during 2014.

Name	Executive Contributions in 2014(1)	DuPont Contributions in 2014(2)	Aggregate Earnings in 2014(3)	Aggregate Balance as of 12/31/2014(4)
Mark Vergnano				
RSRP	59,200	88,800	61,022	1,340,635
Deferred STIP	—	—	—	—
Deferred LTI			10,095	69,820
Management Deferred Compensation Plan	—	—	—	—
Mark Newman				
RSRP	—	—	—	—
Deferred STIP	—	—	—	—
Deferred LTI	—	—	—	—
Management Deferred Compensation Plan	—	—	—	—
Beth Albright				
RSRP	—	—	—	—
Deferred STIP	—	—	—	—
Deferred LTI	—	—	—	—
Management Deferred Compensation Plan	—	—	—	—
Thierry Vanlancker	—	—	—	—
	—	—	—	—
	—	—	—	—
	—	—	—	—
B. C. Chong	—	—	—	—
	—	—	—	—
	—	—	—	—
	—	—	—	—

(1) The amount in this column represents base salary deferred under the RSRP; the amounts are also included in the 2014 Summary Compensation Table.

(2) The amount in this column represents matching contributions made under the RSRP; the amounts are also included in the 2014 Summary Compensation Table.

(3) Earnings represent returns on investments in seven core investment alternatives, interest accruals on cash balances, DuPont common stock returns, and dividend reinvestments. Interest is accrued on cash balances based on a rate that is traditionally less than 120% of the applicable federal rate, and dividend equivalents are accrued at a non-preferential rate. In addition, the other core investment alternatives are a subset of the

investment alternatives available to all employees under the qualified plan. Accordingly, these amounts are not considered above-market or preferential earnings for purposes of, and are not included in, the 2014 Summary Compensation Table.

(4) The table below reflects amounts reported in the aggregate balance at last fiscal year-end that were previously reported as compensation to the NEO in DuPont's Summary Compensation Table for previous year(s).

Name	RSRP	Deferred STIP	Deferred LTI	MDCP	Total
Mark Vergnano	300,965	—	—	—	300,965
Mark Newman	N/A	N/A	N/A	N/A	N/A
Beth Albright	N/A	N/A	N/A	N/A	N/A
B. C. Chong	N/A	N/A	N/A	N/A	N/A

Narrative Discussion of the Nonqualified Deferred Compensation Table

DuPont offers several nonqualified deferred compensation programs under which participants voluntarily elect to defer some portion of base salary, STIP, or LTI awards until a future date. Deferrals are credited to an account and earnings are calculated thereon in accordance with the applicable investment option or interest rate. With the exception of the RSRP, there are no company contributions or matches. The RSRP was adopted to restore company contributions that would be lost due to Internal Revenue Code limits on compensation that can be taken into account under DuPont's tax-qualified savings plan. Amounts shown in the Nonqualified Deferred Compensation Table as Deferred LTI represent deferrals of long-term awards prior to the adoption of the MDCP in May 2008. The following provides an overview of the various deferral options as of December 31, 2014. No NEO had deferrals under the MDCP for 2014.

Base Salary

Under the RSRP, an NEO can elect to defer eligible compensation (generally, base salary plus STIP) that exceeds the regulatory limits ($260,000 in 2014) in increments of 1% up to 6%. DuPont matches participant contributions on a dollar-for-dollar basis up to 6% of eligible pay. DuPont also makes an additional contribution of 3% of eligible compensation. Participant investment options under the RSRP mirror the options available under the qualified plan. Distributions may be made in the form of a lump sum or annual installments after separation from service.

Under the MDCP, an NEO can elect to defer the receipt of up to 60% of his/her base salary. DuPont does not match base salary deferrals under the MDCP. Participants may select from among seven core investment options under the MDCP for base salary deferrals, including DuPont common stock units with dividend equivalents credited as additional stock units. In general, distributions may be made in the form of a lump sum at a specified future date prior to separation from service or a lump sum or annual installments after separation from service.

STIP

Under the RSRP, an NEO can elect to defer eligible compensation (generally, base salary plus STIP) that exceeds the regulatory limits ($260,000 in 2014) in increments of 1% up to 6%. DuPont matches participant contributions on a dollar-for-dollar basis up to 6% of eligible pay. DuPont also makes an additional contribution of 3% percent of eligible compensation. Participant investment options under the RSRP mirror the options available under the qualified plan. Distributions may be made in the form of a lump sum or annual installments after separation from service.

Under the MDCP, an NEO can elect to defer the receipt of up to 60% of his/her STIP award. DuPont does not match STIP deferrals under the MDCP. Participants may select from among seven core investment options under the MDCP for STIP deferrals, including DuPont common stock units with dividend equivalents credited as additional stock units. In general, distributions may be made in the form of a lump sum at a specified future date prior to separation from service or a lump sum or annual installments after separation from service.

LTI

Under the MDCP, an NEO can elect to defer the receipt of 100% of his/her LTI awards (RSUs and/or PSUs). DuPont does not match LTI deferrals under the MDCP. LTI deferrals under the MDCP are in the form of DuPont common stock units with dividend equivalents credited as additional stock units.

Potential Payments upon Termination or Change In Control

As described in the CD&A, DuPont adopted severance plans in 2013. For a description of the plans, see "Components of Our Executive Compensation Program — Change in Control Severance Benefits." Potential payments under the plan are reflected in the table that follows. The table also includes potential payments under the DuPont Equity and Incentive Plan (EIP). The treatment of benefits under each plan on termination or change in control is detailed in the footnotes to the table.

The following information does not quantify payments under plans that are generally available to all salaried employees, similarly situated to the NEOs in age, years of service, date of hire, etc., and that do not discriminate in scope, terms, or operation in favor of executive officers. For example, all participating employees who terminated on December 31, 2014, are entitled to receive any STIP awards under the EIP for 2014. See also the Pension Benefits and Nonqualified Deferred Compensation tables and accompanying narrative discussions for benefits or balances, as the case may be, under those plans as of December 31, 2014.

Due to the number of factors that affect the nature and amount of any benefits provided upon the events discussed below, any actual amounts paid or distributed may be different. Factors that could affect those amounts include the timing during the year of any such event, DuPont's stock price and the executive's age.

If an individual engages in misconduct, DuPont may demand that he/she repay any long term or short term incentive award, or cash payments received as a result of such an award, within 10 days following written demand by DuPont. See the discussion "How We Manage Compensation Risk — Compensation Recovery Policy (Clawbacks)."

For the CEO and other NEOs, the benefits that would become payable upon termination of employment, death, disability, or change in control as of December 31, 2014, are outlined below, based on DuPont's closing stock price of $73.94 (as reported on the New York Stock Exchange) on that date.

The amounts shown are not necessarily indicative of what we will pay under similar circumstances because we have not yet determined what change in control or termination plans, if any, we will adopt and because in any event a wide variety of factors can affect payment amounts, which as a result can be determined with certainty only when an actual change in control or termination event occurs. The table below shows the payments under the existing DuPont change in control severance plans and the severance obligations under the employment offer letters with Mr. Newman and Mrs. Albright.

Name	Form of Compensation(1)	Voluntary or For Cause(2)	Termination Due to Lack of Work(3)	Retirement(8)	Death(9)	Disability(3)	Change in Control(11)
Mark Vergnano	Base Salary and STIP	—	—	—	—	—	$ 2,880,000
	Stock Options	—	$ 1,011,836	$ 1,807,771	$ 1,807,771	$ 1,011,836	1,807,771
	RSUs	—	1,583,015	1,583,015	1,583,015	1,583,015	1,583,015
	PSUs	—	1,986,751	1,986,751	1,986,751	1,986,751	3,285,524
Mark Vergnano Total		**—**	**4,581,602**	**5,377,537**	**5,377,537**	**4,581,603**	**9,556,310**
Mark Newman	Base Salary and STIP	—	1,008,000(4)	—	—	—	2,016,000
	Stock Options	—	—	—	—	—	—
	RSUs	—	1,576,960(5)	0	1,576,960	1,576,960	1,576,960
	PSUs	—	—	—	—	—	—
Mark Newman Total		**—**	**2,584,960**	**0**	**1,576,960**	**1,576,960**	**3,592,960**

Name	Form of Compensation(1)	Voluntary or For Cause(2)	Termination Due to Lack of Work(3)	Retirement(8)	Death(9)	Disability(3)	Change in Control(11)
Beth Albright	Base Salary and STIP	—	660,000(4)	—	—	—	1,320,000
	Stock Options	—	—	—	—	—	—
	RSUs	—	1,261,181(5)	0	1,261,181	1,261,181	1,261,181
	PSUs	—	—	—	—	—	—
Beth Albright Total		**—**	**1,921,181**	**0**	**1,261,181**	**1,261,181**	**2,581,181**
Thierry Vanlancker	Base Salary and STIP	—	562,452(6)	—	404,280(10)	—	1,686,854
	Stock Options	—	140,677	264,236	264,236	140,677	264,236
	RSUs	—	236,339	236,339	2,550,968	2,550,968	236,339
	PSUs	—	273,915	273,915	273,915	273,915	482,459
Thierry Vanlancker Total		**—**	**1,213,383**	**774,490**	**3,493,399**	**2,965,560**	**2,669,888**
B. C. Chong	Base Salary and STIP	—	— (7)	—	—	—	1,378,600
	Stock Options	—	122,510	216,954	216,954	122,510	216,954
	RSUs	—	190,059	190,059	190,059	190,059	190,059
	PSUs	—	241,550	241,550	241,550	241,550	395,949
B. C. Chong Total		**—**	**554,119**	**648,563**	**648,563**	**554,119**	**2,181,562**

(1) Since 2012, the award agreements for stock options, RSUs and PSUs contain restrictive covenants that may result in forfeiture of unvested stock options, RSUs and PSUs upon breach of confidentiality, nonsolicitation and noncompetition obligations during employment and after termination of employment (for a period of one year for nonsolicitation and noncompetition).

(2) Upon voluntary termination or termination for cause, the various DuPont plans and programs provide for forfeiture of all unvested stock options, RSUs and PSUs. To the extent that an NEO is retirement-eligible, unvested stock options, RSUs and/or PSUs are treated as if the NEO has retired.

(3) Upon termination for lack of work or disability:

- Vested options may be exercised during the one-year period following termination. During the one-year period, options continue to become exercisable in accordance with the three-year vesting schedule, as if the employee had not separated from service. Amount shown represents the in-the-money value of those options that would vest within the one-year period following December 31, 2014.
- RSUs that are awarded as part of the annual award to eligible employees are automatically vested and paid out. Special or one time awards are forfeited upon a termination for lack of work. Upon disability, special or one time RSU awards are automatically vested and paid out. Amount shown for disability represents the value of all RSUs as of December 31, 2014.
- PSUs remain subject to original performance period, prorated for the number of months of service completed during the performance period. Amount shown represents the prorated target value of PSUs as of December 31, 2014.
- To the extent that an NEO is retirement-eligible, unvested stock options, RSUs and/or PSUs are treated as if the NEO has retired.

(4) In the event of termination without Cause, an amount equivalent to one year of base salary and one year of target bonus payable within 60 days of the termination date.

(5) In the event of termination without Cause, any unvested portion of the special RSU award will become fully vested.

(6) In case of separation due to restructuring, local practice is to have a lump sum paid to employees. Based on Mr. Vanlancker''s attained age and years of service, this payment is capped at the maximum one year salary plus an amount for tax advice.

(7) In case of separation due to lack of work, local practice is to pay 1.25 months of base salary for every year of service up to a maximum of 24 months. A payment of this sort is generally available to all similarly situated employees and therefore the exact amount payable to the NEO is not disclosed herein.

(8) Upon retirement, NEOs are treated as if they had not separated from service and:

- Options continue vesting in accordance with the three-year vesting schedule. Amount shown represents the in-the-money value of unvested options as of December 31, 2014.
- Restrictions on the regular annual RSUs lapse on the original schedule. Special or one time RSU awards are forfeited. Amount shown represents the value of regular annual RSUs as of December 31, 2014.
- PSUs are subject to the original performance period, prorated for the number of months of service completed during the performance period. Amount shown represents the prorated target value of PSUs as of December 31, 2014.
- Regardless of the above, any retirement within six months of the grant date results in forfeiture of the award.

(9) Upon death:

- Options are fully vested and exercisable and expire two years following death or at the end of the original term, whichever is shorter. Amount shown represents the in-the-money value of unvested options as of December 31, 2014.
- All RSUs are automatically vested and paid out. Amount shown represents the value of all RSUs as of December 31, 2014.
- PSUs remain subject to the original performance period, prorated for the number of months of service completed during the performance period. Amount shown represents the prorated target value as of December 31, 2014.

(10) In the event of death due to accident, one-year salary (maximum CHF 400,000)

(11) Upon change in control:

- For awards granted between 2008 and 2011, treatment is as follows:
- Stock options become fully vested and exercisable. Amount shown represents the in-the-money value of unvested options as of December 31, 2014.
- Restrictions on all RSUs lapse. Amount shown represents the value of all RSUs as of December 31, 2014.
- PSUs are paid at target, prorated for the number of months of service completed during the performance period. Amount shown represents the prorated target value as of December 31, 2014.
- Treatment for awards made in 2012 and after varies depending on whether the Company is the surviving entity and, if not, whether the awards are assumed by an acquiring entity. Values shown in the table above assume that DuPont is not the surviving entity and the acquiring entity does not assume or otherwise provide for continuation of the awards.
- Options are immediately vested and cancelled in exchange for payment in an amount equal to (i) the excess of the fair market value per share of the stock subject to the award immediately prior to the change in control over the exercise or base price per share of stock subject to the award multiplied by (ii) the number of shares granted. Amount shown represents the in-the-money value of unvested options as of December 31, 2014.
- RSUs are immediately vested and all restrictions lapse. Awards cancelled in exchange for a payment equal to the fair market value per share of the stock subject to the award immediately prior to the change in control multiplied by the number of shares granted. Amount shown represents the value of all RSUs as of December 31, 2014.

- PSUs are converted into time-vested RSUs at target, without proration and treated consistently with time-vested awards as described above. Amount shown represents the target value as of December 31, 2014.
- In the event that DuPont is the surviving entity or the acquiring entity assumes or otherwise provides for continuation of the awards, all stock options and RSUs remain in place or substitute awards are issued. PSUs are converted into time-vested RSUs at target, without proration and treated consistently with time-vested awards.
- Upon termination without cause or termination for good reason within two years after change in control, awards vest in full. Options remain exercisable for two years, or the original expiration date, whichever first occurs.
- Regardless of the forgoing, any termination within six months of the grant date results in forfeiture of the award.
- Under the DuPont change in control severance plans, a change in control must occur and the executive's employment must be terminated within two years following the change in control, either by the employer without cause or the executive for good reason (often called a "double trigger"). Benefits provided under the plan include: (i) lump sum cash payment equal to one and one-half to two times (three times for the CEO) the sum of the executive's base salary and target annual bonus; (ii) a lump sum cash payment equal to the pro-rated portion of the executive's target annual bonus for the year of termination; and (iii) continued health and dental benefits, financial counseling, tax preparation services and outplacement services for one and one-half to two years (three years for the CEO) following the date of termination. NEOs working outside the U.S. who are eligible for local severance benefits as well as those provided under DuPont plans receive one or the other, whichever is more beneficial to the employee.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

Review and Approval of Transactions with Related Persons

Our board of directors is expected to adopt written policies and procedures relating to the approval or ratification of "Related Person Transactions." Under the policies and procedures, the Governance Committee (or its Chair, under some circumstances) will review the relevant facts of all proposed Related Person Transactions and either approve or disapprove of the entry into the Related Person Transaction, by taking into account, among other factors it deems appropriate: (i) the commercial reasonableness of the transaction; (ii) the materiality of the Related Person's direct or indirect interest in the transaction; (iii) whether the transaction may involve a conflict of interest, or the appearance of one; (iv) whether the transaction was in the ordinary course of business; and (v) the impact of the transaction on the Related Person's independence under the Corporate Governance Guidelines and applicable regulatory and listing standards.

No director will participate in any discussion or approval of a Related Person Transaction for which he/she or any of his/her immediate family members is the Related Person. Related Person Transactions will be approved or ratified only if they are determined to be in the best interests of us and our stockholders.

If a Related Person Transaction that has not been previously approved or previously ratified is discovered, the Related Person Transaction will be presented to the Governance Committee for ratification. If the Governance Committee does not ratify the Related Person Transaction, then we either ensures all appropriate disclosures regarding the transaction are made or, if appropriate, takes all reasonable actions to attempt to terminate its participation in the transaction.

It is expected that under our policies and procedures to be adopted, a "Related Person Transaction" will generally be include any financial transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness) or any series of similar transactions, arrangements or relationships in which: (i) we were, are or will be a participant;(ii) the aggregate amount involved exceeds $[—] in any fiscal year; and (iii) any Related Person had, has or will have a direct or indirect material interest.

It is expected that under our policies and procedures to be adopted, a "Related Person" will generally be any person who is, or at any time since the beginning of our last fiscal year was: (i) a director or an executive officer of us or a nominee to become a director of us; (ii) any person who is known to be the beneficial owner of more than five percent of any class of our outstanding common stock; or (iii) any immediate family member of any of the persons mentioned above.

Our Governance Committee will be charged with reviewing issues involving independence and all Related Person Transactions. It is expected that we and our subsidiaries may purchase products and services from and/or sell products and services to companies of which certain of our directors or executive officers, or their immediate family members, are employees. The Governance Committee and our board of directors will have reviewed such transactions and relationships and make a determination as to the materiality of such transactions.

Restrictions on Certain Types of Transactions

We expect to adopt a policy that prohibits directors and officers from engaging in the following types of transactions with respect to our stock: short-term trading; short sales; hedging transactions; margin accounts and pledging securities. This policy will also strongly recommend that all other employees refrain from entering into these types of transactions.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Before the distribution, all of the outstanding shares of our common stock will be owned beneficially and of record by DuPont. The following table sets forth information with respect to the expected beneficial ownership of our common stock by: (1) each person who is known by us who will beneficially own more than five percent of our common stock, (2) each expected director, director nominee and named executive officers and (3) all of our expected directors, director nominees and executive officers as a group. Except as noted below, we based the share amounts on each person's beneficial ownership of DuPont common stock on [—], 2015, giving effect to a distribution ratio of [—] shares of our common stock for each common stock of DuPont. Immediately following the distribution, we estimate that [—] million of our shares of common stock will be issued and outstanding based on DuPont common stock expected to be outstanding as of the record date. The actual number of our outstanding shares of our common stock following the distribution will be determined on [—], 2015, the record date.

Security Ownership of Certain Beneficial Owners

Based solely on the information filed on Schedule 13G for the year ended December 31, 2014, reporting beneficial ownership of DuPont common stock, we anticipate the following stockholders will beneficially own more than five percent of our common stock following the distribution.

Name and Address of Beneficial Owner	*Number of Shares of DuPont Common Stock*	*Number of Share of Our Common Stock*	*Percent of Shares Outstanding*
Blackrock, Inc. 40 East 52nd Street New York, NY 10022	57,240,194(1)		6.30(1)
The Vanguard Group 100 Vanguard Blvd. Malvern, PA 19355	50,112,269(2)		5.53(2)

(1) Based solely on Schedule 13G/A filed with the Securities and Exchange Commission on February 9, 2015, Blackrock, Inc., reported that it has sole voting power with respect to 47,600,976 shares and sole dispositive power with respect to 57,240,194 shares as of December 31, 2014.

(2) Based solely on a Schedule 13G/A filed with the Securities and Exchange Commission on February 11, 2015, The Vanguard Group reported it has sole voting power with the respect to 1,573,045 shares, sole dispositive power with respect to 48,621,621 shares, and shared dispositive power with respect to 1,490,648 shares as of December 31, 2014.

Security Ownership of Directors and Executive Officers

The following table provides information regarding beneficial ownership of our named executive officers, our expected directors, direct nominees and all of our expected directors, director nominees and executive officers as a group.

	Amount and Nature of Beneficial Ownership (Number of Shares)				
Name	*Direct(1)*	*Indirect(2)*	*Right to Acquire(3)*	*Total*	*Percent of Class*
Mark P. Vergnano(4)					*
Mark E. Newman(5)					*
Beth Albright(6)					*
Thierry Vanlancker(7)					*
B. C. Chong(8)					*
Directors and Officers as a Group					*

* Less than one percent

(1) These shares are held individually or jointly with others, or in the name of a bank, broker or nominee for the individual's account.
(2) This column includes other shares over which directors and executive officers have or share voting or investment power, including shares directly owned by certain relatives with whom they are presumed to share voting and/or investment power, and shares held under the RSP.
(3) This column includes shares which directors and executive officers had a right to acquire beneficial ownership of within 60 days from [—], through the exercise of stock options or through the conversion of RSUs or deferred stock units granted or held under DuPont's equity-based compensation plans.
(4) Mr. Vergnano's share ownership includes: [—].
(5) Mr. Newman's share ownership includes: [—].
(6) Mrs. Albright's share ownership includes: [—].
(7) Mr. Vanlancker's share ownership includes: [—].
(8) Mr. Chong's share ownership includes: [—].

OUR RELATIONSHIP WITH DUPONT FOLLOWING THE DISTRIBUTION

Following the separation, we and DuPont will operate separately, each as an independent public company. Prior to the separation, we and DuPont will enter into certain agreements that will effect the separation, provide a framework for our relationship with DuPont after the separation and provide for the allocation between us and DuPont of DuPont's assets, employees, liabilities and obligations (including its investments, property and employee benefits and tax-related assets and liabilities) attributable to periods prior to, at and after our separation from DuPont. The following is a summary of the terms of the material agreements that we intend to enter into with DuPont prior to the separation. When used in this section, "distribution date" refers to the date on which DuPont distributes our common stock to the holders of DuPont common stock.

The material agreements described below will be filed as exhibits to the registration statement on Form 10 of which this information statement is a part, and the summaries of each of these agreements set forth the terms of the agreements that we believe are material. These summaries are qualified in their entireties by reference to the full text of the applicable agreements, which are incorporated by reference into this information statement. The terms of the agreements described below that will be in effect following the separation have not yet been finalized; changes to these agreements, some of which may be material, may be made prior to our separation from DuPont.

Separation Agreement

We intend to enter into a Separation Agreement with DuPont prior to the distribution of our common stock to DuPont stockholders. The Separation Agreement will set forth our agreements with DuPont regarding the principal actions to be taken in connection with the separation. It will also set forth other agreements that govern certain aspects of our relationship with DuPont following the separation and distribution. This summary of the Separation Agreement is qualified in its entirety by reference to the full text of the agreement, which is incorporated by reference into this information statement.

Transfer of Assets and Assumption of Liabilities. The Separation Agreement will identify assets to be transferred, liabilities to be assumed and contracts to be assigned to each of DuPont and us as part of the internal reorganization transaction described herein, and will describe when and how these transfers, assumptions and assignments will occur, though many of the transfers, assumptions and assignments will have already occurred prior to the parties' entering into the Separation Agreement. The Separation Agreement will provide for those transfers of assets and assumptions of liabilities that are necessary in connection with the separation so that we and DuPont retain the assets necessary to operate our respective businesses and retain or assume the liabilities allocated in accordance with the separation. The Separation Agreement will also provide for the settlement or extinguishment of certain liabilities and other obligations between us and DuPont. In particular, the Separation Agreement will provide that, subject to the terms and conditions contained in the Separation Agreement:

- All of the assets, including the equity interests of our subsidiaries, assets reflected on our pro forma balance sheet and assets exclusively relating to our business will be retained by or transferred to us or one of our subsidiaries, except as set forth in one of the other agreements described below.
- All of the liabilities (whether accrued, contingent or otherwise, and subject to certain exceptions) primarily related to, arising out of or resulting from our business will be retained by or transferred to us or one of our subsidiaries, except as set forth in one of the other agreements described below.
- Liabilities (whether accrued, contingent or otherwise) related to, arising out of or resulting from certain businesses of DuPont that were previously terminated or divested will be generally allocated among the parties to the extent formerly owned or primarily managed or otherwise operated by such parties or their respective businesses.
- Liabilities (whether accrued, contingent or otherwise) relating to environmental matters, including liabilities relating to remediation, hazardous substances and off-site liability arising from or

related to our business, property or assets or, with respect to shared sites, our operations, and certain other specified environmental liabilities (consisting generally of liabilities that relate to certain non-operating predecessor business lines of Chemours, and, in some instances, to certain currently identified or yet to be identified third-party sites where liabilities were allocated to Chemours based on current or predecessor Chemours activities), will be retained by or transferred to us or one of our subsidiaries.

- Liabilities (whether accrued, contingent or otherwise) relating to legal proceedings, including actions primarily relating to or arising out our business and certain other specified actions, including with respect to PFOA, will be retained by or transferred to us or one of our subsidiaries.
- Liabilities (whether accrued, contingent or otherwise) relating to, arising out of or resulting from infringement, misappropriation or other violations of any intellectual property relating to the conduct of our business will be retained by or transferred to us or one of our subsidiaries.
- Liabilities (whether accrued, contingent or otherwise) relating to, arising out of or resulting from any form, registration statement, schedule or similar disclosure document filed or furnished with the U.S. Securities and Exchange Commission, to the extent the liability arising therefrom related to matters related to our business will be retained by or transferred to us or one of our subsidiaries.
- We will generally assume all other liability (whether accrued, contingent or otherwise) relating to, arising out of or resulting from disclosure documents filed or furnished with the U.S. Securities and Exchange Commission that are related to the separation (including the Form 10 and this information statement).
- Except as expressly set forth in the Separation Agreement or any other agreements, each party shall be responsible for its own internal fees, costs and expenses incurred following the distribution date, including any costs and expenses relating to such party's disclosure documents filed following the distribution date.
- All assets and liabilities (whether accrued, contingent or otherwise) of DuPont will be retained by or transferred to DuPont or one of its subsidiaries (other than us or one of our subsidiaries), except as set forth in one of the other agreements described below and except for other limited exceptions that will result in us retaining or assuming certain other specified liabilities.

The allocation of liabilities with respect to taxes, except for payroll taxes and reporting and other tax matters expressly covered by the employee matters agreement, are solely covered by the tax matters agreement.

Except as expressly set forth in the Separation Agreement or any ancillary agreement, all assets will be transferred on an "as is," "where is" basis and the respective transferees will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in the transferee good title, free and clear of any security interest, that any necessary consents or governmental approvals are not obtained and that any requirements of laws or judgments are not complied with. In general, neither we nor DuPont will make any representations or warranties regarding any assets or liabilities transferred or assumed, any consents or approvals that may be required in connection with such transfers or assumptions, or any other matters.

Information in this information statement with respect to the assets and liabilities of the parties following the separation is presented based on the allocation of such assets and liabilities pursuant to the Separation Agreement, unless the context otherwise requires. Certain of the liabilities and obligations to be assumed by one party or for which one party will have an indemnification obligation under the Separation Agreement and the other agreements relating to the separation are, and following the separation may continue to be, the legal or contractual liabilities or obligations of another party. Each such party that continues to be subject to such legal or contractual liability or obligation will rely on the applicable party that assumed the liability or obligation or the applicable party that undertook an indemnification obligation with respect to the liability or obligation, as applicable, under the Separation Agreement, to satisfy the performance and payment obligations or indemnification obligations with respect to such legal or contractual liability or obligation.

Further Assurances; Separation of Guarantees. To the extent that any transfers of assets or assumptions of liabilities contemplated by the Separation Agreement have not been consummated on or prior to the date of the

distribution, the parties will agree to cooperate with each other to effect such transfers or assumptions while holding such assets or liabilities for the benefit of the appropriate party so that all the benefits and burdens relating to such asset or liability inure to the party entitled to receive or assume such asset or liability. Each party will agree to use commercially reasonable efforts to take or to cause to be taken all actions, and to do, or to cause to be done, all things reasonably necessary under applicable law or contractual obligations to consummate and make effective the transactions contemplated by the Separation Agreement and other transaction agreements. Additionally, we and DuPont will use commercially reasonable efforts to remove us as a guarantor of liabilities (including surety bonds) retained by DuPont and its subsidiaries and to remove DuPont and its subsidiaries as a guarantor of liabilities (including surety bonds) to be assumed by us.

The Distribution. The Separation Agreement will govern the rights and obligations of the parties regarding the proposed distribution and certain actions that must occur prior to the proposed distribution. DuPont will cause its agent to distribute to its stockholders that hold shares of DuPont's common stock as of the applicable record date all the issued and outstanding shares of our common stock. DuPont will have the sole and absolute discretion to determine (and change) the terms of, and whether to proceed with, the distribution and, to the extent it determines to so proceed, to determine the date of the distribution.

Conditions. The Separation Agreement will provide that the distribution is subject to several conditions that must be satisfied or waived by DuPont in its sole discretion. For further information regarding these conditions, see "The Distribution—Conditions to the Distribution." DuPont may, in its sole discretion, determine the record date, the distribution date and the terms of the distribution and may at any time prior to the completion of the distribution decide to abandon or modify the distribution. DuPont has informed us that, to the extent the board of directors of DuPont determines to waive, or take any action to amend or modify, any condition in a manner that is material or abandon the distribution, DuPont will issue a press release publicly announcing any such decision.

Shared Contracts. Certain shared contracts are to be assigned or amended to facilitate the separation of our business from DuPont. If such contracts may not be assigned or amended, the parties are required to take reasonable actions to cause the appropriate party to receive the benefit of the contract after the separation is complete.

Release of Claims and Indemnification. Except as otherwise provided in the Separation Agreement or any ancillary agreement, each party will release and forever discharge the other party and its subsidiaries and affiliates from all liabilities existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the separation. The releases will not extend to obligations or liabilities under any agreements between the parties that remain in effect following the separation pursuant to the Separation Agreement or any ancillary agreement. These releases will be subject to certain exceptions set forth in the Separation Agreement.

The Separation Agreement will provide for cross-indemnities that, except as otherwise provided in the Separation Agreement, are principally designed to place financial responsibility for the obligations and liabilities allocated to us under the Separation Agreement with us and financial responsibility for the obligations and liabilities allocated to DuPont under the Separation Agreement with DuPont. Specifically, each party will indemnify, defend and hold harmless the other party, its affiliates and subsidiaries and each of its officers, directors, employees and agents for any losses arising out of or due to:

- the liabilities or alleged liabilities each party assumed or retained pursuant to the Separation Agreement;
- the operation of each such party's business, whether prior to, at, or after the distribution; and
- any breach by us or DuPont of any provision of the Separation Agreement or any other agreement unless such other agreement expressly provides for separate indemnification therein.

Each party's aforementioned indemnification obligations will be uncapped; provided that the amount of each party's indemnification obligations will be subject to reduction by any insurance proceeds (net of premium

increases) received by the party being indemnified. The Separation Agreement will also specify procedures with respect to claims subject to indemnification and related matters. Indemnification with respect to taxes will be governed by the Tax Matters Agreement.

Legal Matters. Except as otherwise set forth in the Separation Agreement or any ancillary agreement (or as otherwise described above), each party to the Separation Agreement will assume the liability for, and control of, all pending, threatened and future legal matters related to its own business or its assumed or retained liabilities and will indemnify the other party for any liability arising out of or resulting from such legal matters. Each party to a claim will agree to cooperate in defending any claims against the other party for events that took place prior to, on or after the date of distribution.

Cash Distribution. The Separation Agreement will provide that, prior to the distribution, we will make a cash distribution to DuPont, funded primarily by third-party indebtedness that we will incur prior to the date of the distribution. The completion of the cash distribution will be a condition to the consummation of the separation under the Separation Agreement.

Cash True-up. The Separation Agreement will contain a cash adjustment provision, to be determined reasonably promptly after the distribution date, but in any event no later than December 31, 2015, that will assure that our aggregate cash balance at the time of the distribution is equal to a target level of cash in the amount of $200 million. This adjustment could result in a payment to us from DuPont or a payment by us to DuPont. The Separation Agreement will also provide for a secondary adjustment provision, to be determined reasonably promptly after the distribution date, but in any event no later than December 31, 2015, to cover variances from our target levels of receivables, payables, inventory, fixed costs expenditures and capital expenditures, in each case calculated as of the distribution date.

Insurance. Following the separation, we will be responsible for obtaining and maintaining at our own cost our own insurance coverage. Additionally, with respect to certain claims arising prior to the distribution, we may, at the sole discretion of DuPont, seek coverage under certain specified DuPont third-party insurance policies to the extent that coverage may be available thereunder.

Non-Compete. The Separation Agreement will include certain noncompetition obligations with respect to our not engaging in certain future business and activities that we currently do not engage in. Specifically, for a period of five years following the date of the distribution, we will not directly or indirectly engage in any activities related to, or hold any ownership interest in an entity that engages in, the following products, services and activities:

- Fluoropolymers and fluoropolymer containing films for backsheets for photovoltaic modules, for interior laminates or thermal insulation for aircraft fuselages or railcars and for holographic image recording films;
- certain fluoro rubbers;
- certain fluorinated ionomer products for use in organic light emitting diodes and displays;
- certain vinyl fluoride-containing polymer products (other than certain permitted vinyl-fluoride activities for which we receive a license under the IP Cross-License Agreement); and
- offer or engage in certain services and activities related to the services and activities of the DuPont Sustainable Solutions division of DuPont.

The Separation Agreement contains certain obligations to, at our sole option, either cease operations and decommission or divest certain subject assets in the event that we were to acquire an entity engaged in activities otherwise prohibited by the noncompetition provisions. The noncompetition provisions further provide that, under certain circumstances, third parties acquiring assets of Chemours may become subject to the non-compete.

Dispute Resolution. If a dispute arises between us and DuPont under the Separation Agreement, the general counsels of the parties and such other representatives as the parties may designate will negotiate to resolve any

disputes for a reasonable period of time. If the parties are unable to resolve the dispute in this manner then, unless otherwise agreed by the parties and except as otherwise set forth in the Separation Agreement, the dispute will be resolved through binding arbitration.

Term/Termination. Prior to the distribution, DuPont has the unilateral right to terminate or modify the terms of the Separation Agreement. After the effective time of the distribution, the term of the Separation Agreement is indefinite and it may only be terminated with the prior written consent of both DuPont and us.

Other Matters Governed by the Separation Agreement. Other matters governed by the Separation Agreement include access to financial and other information, confidentiality, access to and provision of records and treatment of outstanding guarantees and similar credit support.

Site Services Agreements

We intend to enter into Site Services Agreements with DuPont for the provision of site services at shared sites either (a) by Chemours to DuPont at sites owned by Chemours and on which DuPont will maintain operations, or (b) by DuPont to Chemours at sites owned by DuPont on which Chemours will maintain operations. These services agreements will generally address provision of services relating to access to steam, waste water treatment, potable water supply, access to electricity, to the extent permitted by local law, and site security, to the extent permitted by, and in accordance with, Federal law.

All such services will be provided for an indefinite period of time and for specified fees, which are generally at cost.

Transition Services Agreement / IT Transition Services Agreement

We intend to enter into a Transition Services Agreement and an IT Transition Services Agreement pursuant to which DuPont will provide functional and information technology services, respectively, to Chemours. DuPont will provide such services for a limited time, generally for no longer than 24 months following the date of the distribution, for specified fees, which are at cost for services provided by third parties and at cost plus five percent for services provided by either Chemours or DuPont, as applicable.

Tax Matters Agreement

Allocation of Taxes. We intend to enter into a Tax Matters Agreement with DuPont immediately prior to the distribution that will govern the parties' respective rights, responsibilities and obligations with respect to tax liabilities and benefits, tax attributes, the preparation and filing of tax returns, the control of audits and other tax proceedings and other matters regarding taxes. In general, under the agreement:

- DuPont will be responsible for any U.S. federal, state and local taxes (and any related interest, penalties or audit adjustments) reportable on a consolidated, combined or unitary return that includes DuPont or any of its subsidiaries (and us and/or any of our subsidiaries) for any periods or portions thereof ending on or prior to the date of the distribution.
- Otherwise, we will be responsible for any U.S. federal, state, local and foreign taxes (and any related interest, penalties or audit adjustments) that are imposed on us and/or any of our subsidiaries for all tax periods, whether before or after the date of the distribution.

Neither party's obligations under the agreement will be limited in amount or subject to any cap. The agreement will also assign responsibilities for administrative matters, such as the filing of returns, payment of taxes due, retention of records and conduct of audits, examinations or similar proceedings. In addition, the agreement provides for cooperation and information sharing with respect to tax matters.

DuPont will generally be responsible for preparing and filing any tax return that includes DuPont or any of its subsidiaries (as determined immediately after the distribution), including those that also include us and/or any of our subsidiaries. We will generally be responsible for preparing and filing any tax returns that include only us and/or any of our subsidiaries.

The party responsible for preparing and filing a given tax return will generally have primary authority to control tax contests related to any such tax return. We will generally have exclusive authority to control tax contests with respect to tax returns that include only us and/or any of our subsidiaries.

Preservation of the Tax-free Status of Certain Aspects of the Separation. We and DuPont intend for the distribution and certain related transactions to qualify as a reorganization pursuant to which no gain or loss is recognized by DuPont or its stockholders for U.S. federal income tax purposes under Sections 355, 368(a)(1)(D) and related provisions of the Code. In addition, we and DuPont intend for certain other aspects of the separation to qualify for tax-free treatment under U.S. federal, state and local tax law and/or foreign tax law.

DuPont has received a private letter ruling from the IRS to the effect that, among other things, the distribution and certain related transactions qualify as a reorganization pursuant to which no gain or loss is recognized by DuPont or its stockholders for U.S. federal income tax purposes under Sections 355, 368(a)(1)(D) and related provisions of the Code. In addition, DuPont will receive opinions from its outside tax advisors regarding the tax-free status of these transactions and certain related transactions. In connection with the ruling and the opinions, we and DuPont have made and will make certain representations regarding the past and future conduct of our respective businesses and certain other matters.

We will also agree to certain covenants that contain restrictions intended to preserve the tax-free status of the distribution and certain related transactions. We may take certain actions prohibited by these covenants only if DuPont receives a private letter ruling from the IRS or we obtain and provide to DuPont an opinion from a U.S. tax counsel or accountant of recognized national standing, acceptable to DuPont in its sole and absolute discretion, to the effect that such action would not jeopardize the tax-free status of these transactions. We will be barred from taking any action, or failing to take any action, where such action or failure to act adversely affects the tax-free status of these transactions, for all time periods. In addition, during the time period ending two years after the date of the Distribution these covenants will include specific restrictions on our:

- issuance or sale of stock or other securities (including securities convertible into our stock but excluding certain compensatory arrangements);
- sales of assets outside the ordinary course of business; and
- entering into any other corporate transaction (apart from the Merger or LLC Merger) which would cause us to undergo a 50 percent or greater change in our stock ownership.

We will generally agree to indemnify DuPont and its affiliates against any and all tax-related liabilities incurred by them relating to the distribution and certain other aspects of the separation to the extent caused by an acquisition of our stock or assets or by any other action undertaken by us. This indemnification provision will apply even if DuPont has permitted us to take an action that would otherwise have been prohibited under the tax-related covenants described above.

Employee Matters Agreement

We will enter into an Employee Matters Agreement with DuPont prior to the distribution that will govern the compensation and employee benefit obligations with respect to our current and former employees and those of DuPont. The Employee Matters Agreement will allocate liabilities and responsibilities relating to employee compensation and benefits plans and programs and other related matters in connection with the distribution including, without limitation, the treatment of outstanding DuPont equity awards, other outstanding incentive compensation awards, deferred compensation obligations and retirement and welfare benefit obligations.

With certain exceptions, the Employee Matters Agreement will provide that as of the consummation of the distribution, our employees will cease to be active participants in, and we will cease to be a participating employer in, the benefit plans and programs maintained by DuPont. As of such time, our employees will

generally become eligible to participate in all of our applicable plans. In general, we will credit each of our employees with his or her pre-distribution service for all purposes under the plans maintained by us to the extent the corresponding DuPont plans gave credit for such service and such crediting does not result in a duplication of benefits.

We will generally retain or assume responsibility for, and will pay and be liable for, all wages, salaries, welfare, incentive compensation and employment-related obligations and liabilities with respect to our current employees, whether arising before or after the distribution, and DuPont will generally retain or assume responsibility for, and will pay and be liable for, all such obligations and liabilities with respect to its own employees and our former employees. There will be no transfer of pension assets or liabilities in the United States, and DuPont will retain the obligation to provide any post-retirement welfare benefits that may have be made available to our employees in the United States. The treatment of benefit plans maintained outside of the United States is generally subject to the provisions of the applicable local transfer agreements.

We and DuPont will agree that for a period of two years following the effective date, subject to certain customary exceptions, neither we nor DuPont will (1) recruit, solicit, hire, or retain an employee of the other party or its subsidiaries or (2) induce or attempt to induce any such employee to cease his relationship with the other party.

IP Cross-License

We intend that certain of our subsidiaries will enter into an Intellectual Property Cross-License Agreement with DuPont, pursuant to which (i) DuPont will license to Chemours certain patents, know-how and technical information owned by DuPont or its affiliates and necessary or useful in Chemours' business, and (ii) Chemours will license to DuPont certain patents owned by Chemours or its affiliates and necessary or useful in DuPont's business. All patents and technical information licensed pursuant to this agreement will be identified in schedules to the agreement.

In most circumstances, the licenses will be perpetual, irrevocable, sublicenseable (in connection with the party's business), assignable (in connection with a sale of the applicable portion of a party's business or assets, subject to certain exceptions), worldwide licenses in connection with the current operation of the businesses and, with respect to specified products and fields of use, future operation of such businesses, subject to certain limitations.

Tolling, Supply and other Commercial Agreements

We intend to enter into certain tolling, supply and other commercial agreements with DuPont, the terms and conditions and costs of which will be specified in each such agreement.

Other Agreements

Real Estate Matters

We intend to enter into one or more License to Use Agreements with DuPont, involving our and DuPont's subsidiaries, under which we and DuPont will allow each other to use certain shared manufacturing sites for an indefinite period of time for specified fees, and to certain lab space, office space, warehouse space, outside storage yard space, restrooms and conference rooms on a temporary basis for specified fees.

Other Ancillary Agreements

We intend enter into additional ancillary agreements related to the separation, including a reciprocal sales arrangement, on arm's-length terms, that would continue the compatibility of certain of our products into certain DuPont technology platforms or otherwise provide for the sale of goods or services, and an agreement regarding the manufacture and sale by DuPont to us of a limited number of products or intermediates currently manufactured at a facility housing Chemours equipment, as well as the ownership and transfer of the equipment and other property and the employment of the personnel related to the manufacturing of those products or intermediates.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE DISTRIBUTION

The following is a summary of the material U.S. federal income tax consequences to DuPont and to the holders of shares of DuPont common stock in connection with the distribution. This summary is based on the Code, the Treasury Regulations promulgated thereunder, and judicial and administrative interpretations thereof, all as in effect as of the date of this information statement and all of which are subject to differing interpretations and may change at any time, possibly with retroactive effect. Any such change could affect the tax consequences described below. This summary assumes that the separation will be consummated in accordance with the Separation Agreement and as described in this information statement.

Except as specifically described below, this summary is limited to holders of shares of DuPont common stock that are U.S. Holders, as defined immediately below. For purposes of this summary, a U.S. Holder is a beneficial owner of DuPont common stock that is, for U.S. federal income tax purposes:

- an individual who is a citizen or a resident of the U.S.;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized under the laws of the U.S. or any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (1) a court within the U.S. is able to exercise primary jurisdiction over its administration and one or more U.S. persons have the authority to control all of its substantial decisions, or (2) in the case of a trust that was treated as a domestic trust under the law in effect before 1997, a valid election is in place under applicable Treasury Regulations.

This summary also does not discuss all tax considerations that may be relevant to stockholders in light of their particular circumstances, nor does it address the consequences to stockholders subject to special treatment under the U.S. federal income tax laws, such as:

- dealers or traders in securities or currencies;
- tax-exempt entities;
- cooperatives;
- banks, trusts, financial institutions, or insurance companies;
- persons who acquired shares of DuPont common stock pursuant to the exercise of employee stock options or otherwise as compensation;
- stockholders who own, or are deemed to own, at least 10 percent or more, by voting power or value, of DuPont’s equity;
- holders owning DuPont common stock as part of a position in a straddle or as part of a hedging, conversion, constructive sale, synthetic security, integrated investment, or other risk reduction transaction for U.S. federal income tax purposes;
- certain former citizens or former long-term residents of the U.S.;
- holders who are subject to the alternative minimum tax; or
- persons that own DuPont common stock through partnerships or other pass-through entities.

This summary does not address the U.S. federal income tax consequences to stockholders who do not hold shares of DuPont common stock as a capital asset. Moreover, this summary does not address any state, local, or foreign tax consequences or any estate, gift or other non-income tax consequences.

If a partnership (or any other entity treated as a partnership for U.S. federal income tax purposes) holds shares of DuPont common stock, the tax treatment of a partner in that partnership generally will depend on the status of the partner and the activities of the partnership. Such a partner or partnership should consult its own tax advisor as to the tax consequences of the distribution.

YOU SHOULD CONSULT YOUR OWN TAX ADVISOR WITH RESPECT TO THE SPECIFIC U.S. FEDERAL, STATE AND LOCAL, AND NON-U.S. TAX CONSEQUENCES OF THE DISTRIBUTION IN LIGHT OF YOUR PARTICULAR CIRCUMSTANCES AND THE EFFECT OF POSSIBLE CHANGES IN LAW THAT MIGHT AFFECT THE TAX CONSEQUENCES DESCRIBED IN THIS INFORMATION STATEMENT.

Treatment of the Distribution

DuPont has received the IRS Ruling from the IRS substantially to the effect that, among other things, the distribution will qualify as a tax-free transaction under Section 355 and Section 368(a)(1)(D) of the Code. The distribution is conditioned on the continued validity of the IRS Ruling, as well as on receipt of the Tax Opinion, in form and substance acceptable to DuPont, substantially to the effect that, among other things, the distribution will qualify as a tax-free transaction under Section 355 and Section 368(a)(1)(D) of the Code, and certain transactions related to the transfer of assets and liabilities to us in connection with the separation will not result in the recognition of any gain or loss to DuPont, us or our stockholders.

Assuming the distribution qualifies as tax-free under Section 368(a)(1)(D) and Section 355 of the Code, for U.S. federal income tax purposes:

- no gain or loss will be recognized by DuPont as a result of the distribution;
- no gain or loss will be recognized by, or be includible in the income of, a holder of DuPont common stock solely as a result of the receipt of our common stock in the distribution;
- the aggregate tax basis of the shares of DuPont common stock and shares of our common stock in the hands of each DuPont stockholder immediately after the distribution will be the same as the aggregate tax basis of the shares of DuPont common stock held by such holder immediately before the distribution, allocated between the shares of DuPont common stock and shares of our common stock in proportion to their relative fair market values immediately following the distribution;
- the holding period with respect to shares of our common stock received by DuPont stockholders will include the holding period of their shares of DuPont common stock, provided that such shares of DuPont common stock are held as a capital asset immediately following the distribution; and
- DuPont stockholders that have acquired different blocks of DuPont common stock at different times or at different prices should consult their tax advisors regarding the allocation of their aggregate adjusted basis among, and their holding period of, our shares distributed with respect to blocks of DuPont common stock.

Although the IRS Ruling is generally binding on the IRS, the IRS Ruling is based on certain facts and assumptions, and certain representations and undertakings, from DuPont and us that certain necessary conditions to obtain tax-free treatment under the Code have been satisfied. Furthermore, as a result of the IRS's general ruling policy with respect to distributions under Section 355 of the Code as in effect at the time the IRS Ruling was requested, the IRS did not rule on whether a distribution satisfies certain critical requirements necessary to obtain tax-free treatment under the Code. Specifically, the IRS did not rule that the distribution was effected for a valid business purpose, that the distribution does not constitute a device for the distribution of earnings and profits, or that the distribution is not part of a plan described in Section 355(e) of the Code (as discussed below). Instead, the IRS Ruling is based on representations made to the IRS by DuPont that these requirements have been established. DuPont expects to obtain the Tax Opinion, which is expected to include a conclusion that the distribution is being effected for a valid business purpose, that the distribution does not constitute a device for the

distribution of earnings and profits, and that the distribution is not part of a plan described in Section 355(e) of the Code (as discussed below). The Tax Opinion will be expressed as of the date of the distribution and will not cover subsequent periods, and the Tax Opinion will rely on the IRS Ruling. As a result, the Tax Opinion is not expected to be issued until after the date of this information statement. An opinion of counsel represents counsel's best legal judgment based on current law and is not binding on the IRS or any court. We cannot assure you that the IRS will agree with the conclusions expected to be set forth in the Tax Opinion, and it is possible that the IRS or another tax authority could adopt a position contrary to one or all of those conclusions and that a court could sustain that contrary position. If any of the facts, representations, assumptions, or undertakings described or made in connection with the IRS Ruling or the Tax Opinion are not correct, are incomplete or have been violated, the IRS Ruling could be revoked retroactively or modified by the IRS, and our ability to rely on the Tax Opinion could be jeopardized. We are not aware of any facts or circumstances, however, that would cause these facts, representations, or assumptions to be untrue or incomplete, or that would cause any of these undertakings to fail to be complied with, in any material respect.

If, notwithstanding the conclusions in the IRS Ruling and those that we expect to be included in the Tax Opinion, it is ultimately determined that the distribution does not qualify as tax-free under Section 355 of the Code for U.S. federal income tax purposes, then DuPont would generally recognize gain with respect to the transfer of our common stock and certain related transactions, as well as with respect to the receipt of certain Chemours debt securities and cash in connection with the separation. In addition, each DuPont stockholder that receives shares of our common stock in the distribution could be treated as receiving a distribution in an amount equal to the fair market value of our common stock that was distributed to the stockholder, which generally would be taxed as a dividend to the extent of the stockholder's pro rata share of DuPont's current and accumulated earnings and profits, including DuPont's taxable gain, if any, on the distribution, then treated as a non-taxable return of capital to the extent of the stockholder's basis in DuPont stock and thereafter treated as capital gain from the sale or exchange of DuPont stock.

Even if the distribution otherwise qualifies for tax-free treatment under Section 355 of the Code, the distribution may result in corporate level taxable gain to DuPont under Section 355(e) of the Code if 50 percent or more, by vote or value, of our stock or DuPont's stock is treated as acquired or issued as part of a plan or series of related transactions that includes the distribution. If an acquisition or issuance of our stock or DuPont's stock triggers the application of Section 355(e) of the Code, DuPont would recognize taxable gain as described above, but the distribution would be tax-free to each DuPont stockholder.

A U.S. Holder that receives cash instead of fractional shares of our common stock should be treated as though the U.S. Holder first received a distribution of a fractional share of our common stock, and then sold it for the amount of cash. Such U.S. Holder should recognize capital gain or loss, provided that the fractional share is considered to be held as a capital asset, measured by the difference between the cash received for such fractional share and the U.S. Holder's basis in the fractional share, as determined above. Such capital gain or loss should generally be a long-term capital gain or loss if the U.S. Holder's holding period for such U.S. Holder's DuPont common stock exceeds one year on the date of the distribution.

U.S. Treasury regulations require certain stockholders that receive stock in a distribution to attach a detailed statement setting forth certain information relating to the distribution to their respective U.S. federal income tax returns for the year in which the distribution occurs. Within a reasonable period after the distribution, DuPont will provide stockholders who receive our common stock in the distribution with the information necessary to comply with such requirement. In addition, all stockholders are required to retain permanent records relating to the amount, basis, and fair market value of our common stock received in the distribution and to make those records available to the IRS upon request of the IRS.

FINANCING ARRANGEMENTS

Senior Notes Issuance

Prior to the separation and distribution, we expect that we will issue senior notes in multiple tranches with terms and maturities to be determined, together with the Term Loan Facility and the Revolving Credit Facility described below, of up to approximately $4.0 billion, of which approximately $4.0 billion will be paid or otherwise issued to DuPont as consideration for the contribution of assets to us by DuPont in connection with the separation. We expect that DuPont will exchange certain of these notes for outstanding debt of DuPont. Negotiation of the agreements underlying the notes and the facilities described hereunder is ongoing and subject to the completion of definitive documentation. We cannot assure you that the terms described below will not change or be supplemented.

We anticipate that the notes will be guaranteed, jointly and severally, on a senior unsecured basis, by each of Chemours' existing and future subsidiaries that guarantee the Senior Secured Credit Facility and any additional subsidiary that guarantees indebtedness of the Company or any Guarantor in an aggregate principal amount of indebtedness in excess of $[—].

If the distribution has not been completed on or before November 30, 2015, or if prior to such date, DuPont has abandoned the distribution, then we will be required to redeem each series of notes at a redemption price equal to (a) 100% of the initial issue price of such series if the applicable redemption date is on or before [—] and (b) 101% of the principal amount of such series of notes if the applicable redemption date is after [—], in each case, plus accrued and unpaid interest but excluding, the redemption date.

The notes are expected to have terms customary for high yield senior notes of this type, including covenants relating to debt incurrence, liens, restricted payments, assets sales, transactions with affiliates, and mergers or sales of all or substantially all of Chemours' assets.

The Indenture will provide for customary events of default (subject, in certain cases, to customary grace periods) which include nonpayment on the notes, breach of covenants in the Indenture, payment defaults or acceleration of other indebtedness over a specified threshold, failure to pay certain judgments over a specified threshold and certain events of bankruptcy and insolvency. Generally, if an event of default occurs, the trustee under the Indenture or holders of at least 25% of the aggregate principal amount of all then outstanding senior notes of the applicable series may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes of such series to be due and payable immediately.

Senior Secured Credit Facilities

Prior to the separation and distribution, we expect to enter into a credit agreement with a syndicate of banks providing for a seven-year $[—] billion senior secured Term Loan B Facility (the Term Loan Facility) and a five-year $[—] billion senior secured Revolving Credit Facility (the Revolving Credit Facility and together with the Term Loan Facility, the Senior Secured Credit Facilities). The Senior Secured Credit Facilities will not be available for borrowings until the date on which certain conditions are satisfied.

We expect the Senior Secured Credit Facilities to bear interest, at our option, at a rate equal to an adjusted base rate or LIBOR, plus, in each case, an applicable margin. In the case of the Term Loan Facility, we expect the adjusted base rate and LIBOR will not, in any event, be less than [—]% and [—]%, respectively. The applicable margin is expected to be equal to (i) in the case of the Term Loan Facility, [—]% for base rate loans and [—]% for LIBOR loans and (ii) in the case of the Revolving Credit Facility, a range based on our total net leverage ratio between (a) [—]% and [—]% for base rate loans and (b) [—]% and [—]% for LIBOR loans. During an event of default, overdue principal under the Senior Secured Credit Facilities is expected to bear interest at a rate of 2.00% in excess of the otherwise applicable rate of interest. We expect that interest on borrowings and the commitment fee will generally be payable quarterly in arrears or at the end of the interest period if such interest

period is shorter than three months. Additionally, we expect to pay a quarterly commitment fee based on the unused portion of the Revolving Credit Facility which will also be determined by our total net leverage ratio.

We expect the Term Loan Facility will amortize in equal quarterly installments equal to 1.00% per annum, with the balance due at maturity. We expect to be permitted to voluntarily prepay loans and/or reduce the commitment under the Senior Secured Credit Facilities, in whole or in part, without penalty or premium subject to certain minimum amounts and increments and the payment of customary breakage costs; provided, that any prepayment of the Term Loan Facility on or prior to [—] months after the credit facility effective date with proceeds from a repricing transaction will require a prepayment premium equal to 1.00% of such loans prepaid. We do not expect that mandatory prepayment will be required under the Revolving Credit Facility. We anticipate that mandatory prepayments will be required under the Term Loan Facility using the net cash proceeds from certain asset sales and indebtedness and from excess cash flow (each subject to customary thresholds and exclusions).

If the distribution has not been completed on or before November 30, 2015, or if prior to such date, DuPont has abandoned the distribution, then we expect to be required to repay all loans outstanding under the Senior Secured Credit Facilities together with all accrued and unpaid interest, and the commitments under the Revolving Credit Facility are expected to be terminated.

Our obligations under the Senior Secured Credit Facilities are expected to be guaranteed on a senior secured basis by all of our material domestic subsidiaries, subject to certain agreed upon exceptions. The obligations under the Senior Secured Credit Facilities are also expected, subject to certain agreed upon exceptions, be secured by a first priority lien on substantially all of our and our material wholly-owned domestic subsidiaries' assets, including 100% of the stock of domestic subsidiaries and 65% of the stock of certain foreign subsidiaries.

We expect the Revolving Credit Facility will contain a financial covenant requiring us not to exceed a maximum total net leverage ratio and, unless certain investment grade ratings specified in the credit agreement are received, to maintain a minimum interest coverage ratio. In addition, the Senior Secured Credit Facilities are expected to contain customary affirmative and negative covenants that, among other things, will limit or restrict our and our subsidiaries' ability, subject to certain exceptions, to incur liens, merge, consolidate or sell, transfer or lease assets, make investments, pay dividends, transact with subsidiaries and incur indebtedness. The Senior Secured Credit Facilities are also expected to contain customary events of default.

The foregoing summarizes some of the currently expected terms of our notes and our Senior Secured Credit Facilities. However, the foregoing summary does not purport to be complete, and the terms of the notes and Senior Secured Credit Facilities have not yet been finalized. There may be changes to the expected principal amount and terms of the Senior Secured Credit Facilities, some of which may be material. Information regarding the final material terms of the notes and facilities described above, including the amount to be drawn under these facilities as of the distribution date, will be provided in a subsequent amendment to this information statement.

DESCRIPTION OF OUR CAPITAL STOCK

Our amended and restated certificate of incorporation and by-laws will be amended and restated prior to the separation. The following is a summary of the material terms of our capital stock that will be contained in the amended and restated certificate of incorporation and amended and restated by-laws, and is qualified in its entirety by reference to these documents. You should refer to our amended and restated certificate of incorporation and amended and restated by-laws, which are included as exhibits to the registration statement of which this information statement is a part, along with the applicable provisions of Delaware law. Prior to the distribution date, DuPont, as our sole stockholder, will approve and adopt our amended and restated certificate of incorporation, and our board of directors will approve and adopt our by-laws. For more information on how you can obtain our amended and restated certificate of incorporation and our by-laws, see “Where You Can Find More Information” on page 167 of this information statement. We urge you to read our amended and restated certificate of incorporation and our by-laws in their entirety.

Authorized Capital Stock

Immediately following the distribution, our authorized capital stock will consist of [—] shares of common stock, par value $0.01 per share, and [—] shares of preferred stock, par value $[—] per share.

Common Stock

Immediately following the distribution, Chemours expects that approximately [—] shares of its common stock will be issued and outstanding based upon approximately [—] shares of DuPont common stock outstanding as of [—], 2015.

Voting Rights. The holders of common stock are entitled to one vote for each share held of record on all matters to the exclusion of all other stockholders except as specifically stated in our certificate of incorporation. All corporate actions, other than the election of directors, are decided by a plurality vote by holders of our common stock.

Quorum. The holders of our common stock entitled to cast a majority of votes at a stockholders’ meeting constitute a quorum at such meeting.

Election of Directors. Directors are generally elected by a majority of the votes cast by holders of our common stock. However, directors are elected by a plurality of the votes cast by holders of our common stock in the case of elections held at a stockholders’ meeting for which our corporate secretary has received a notice or otherwise has become aware, prior to such meeting, that a holder of our common stock has nominated a person for election to our board of directors. A majority of the votes cast means that the number of votes cast “for” a director’s election exceeds the number of votes cast “against” that director’s election. Abstentions and broker non-votes are not counted as votes cast either “for” or “against” a director’s election.

Dividends and Liquidation Rights. Holders of common stock are entitled to dividends as may be declared by our board of directors whenever full accumulated dividends for all past dividend periods and for the current dividend period have been paid, or declared and set apart for payment, on then outstanding preferred stock. Upon liquidation, dissolution or winding-up of our company, whether voluntary or involuntary, our remaining assets and funds will be divided and paid to holders of our common stock according to their respective shares after payments have been made to holders of our preferred stock.

Miscellaneous. The shares of our common stock will be fully paid and non-assessable upon issuance and payment therefor. Holders of Common Stock do not have any preemptive rights to subscribe for any additional shares of capital stock or other obligations convertible into or exercisable for shares of capital stock that we may issue in the future. There are no redemption or sinking fund provisions applicable to our Common Stock.

Preferred Stock

Our amended and restated certificate of incorporation will authorize the Chemours board of directors, without further action by our stockholders, to issue shares of preferred stock and to fix by resolution the designations, preferences and relative, participating, optional or other special rights, and such qualifications, limitations or restrictions thereof, including, without limitation, redemption rights, dividend rights, liquidation preferences and conversion or exchange rights of any class or series of preferred stock, and to fix the number of classes or series of preferred stock, the number of shares constituting any such class or series and the voting powers for each class or series.

The authority possessed by our board of directors to issue preferred stock could potentially be used to discourage attempts by third parties to obtain control of Chemours through a merger, tender offer, proxy contest or otherwise by making such attempts more difficult or more costly. Our board of directors may issue preferred stock with voting rights or conversion rights that, if exercised, could adversely affect the voting power of the holders of the common stock. There are no current agreements or understandings with respect to the issuance of preferred stock and our board of directors has no present intention to issue any shares of preferred stock.

Miscellaneous. The shares of our preferred stock will be fully paid and non-assessable upon issuance and payment therefor. Unless otherwise stated in the certificate of designations, holders of preferred stock do not have any preemptive rights to subscribe for any additional shares of preferred stock or other obligations convertible into or exercisable for shares of preferred stock that we may issue in the future. Unless otherwise stated in the certificate of designations, there are no redemption or sinking fund provisions applicable to our preferred stock.

Anti-Takeover Considerations

The provisions of the DGCL, our amended and restated certificate of incorporation and our by-laws contain provisions that could serve to discourage or to make more difficult a change in control of us without the support of our board of directors or without meeting various other conditions. These provisions, summarized below, are expected to discourage certain types of coercive takeover practices and takeover bids that our board of directors may consider inadequate and to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of increased protection of its ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure it outweigh the disadvantages of discouraging takeover or acquisition proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

State Takeover Legislation

Upon the distribution, we will be subject to Section 203 of the DGCL, an anti-takeover statute. In general, Section 203 of the DGCL, subject to certain exceptions set forth therein, prohibits a business combination between a corporation and an interested stockholder within three years of the time such stockholder became an interested stockholder, unless (a) prior to such time, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder, (b) upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85 percent of the voting stock of the corporation outstanding at the time the transaction commenced, exclusive of shares owned by directors who are also officers and by certain employee stock plans, or (c) at or subsequent to such time, the business combination is approved by the board of directors and authorized by the affirmative vote at a stockholders' meeting of at least 66 2/3 percent of the outstanding voting stock which is not owned by the interested stockholder.

Except as otherwise set forth in Section 203, an interested stockholder is defined to include (i) any person that is the owner of 15 percent or more of the outstanding voting stock of the corporation, or is an affiliate or associate

of the corporation and was the owner of 15 percent or more of the outstanding voting stock of the corporation at any time within three years immediately prior to the date of determination; and (ii) the affiliates and associates of any such person.

The provisions of Section 203 may encourage persons interested in acquiring us to negotiate in advance with our board of directors, because the stockholder approval requirement would be avoided if a majority of the directors then in office approve either the business combination or the transaction which results in any such person becoming an interested stockholder. These provisions also may have the effect of preventing changes in our management. It is possible that these provisions could make it more difficult to accomplish transactions which our stockholders may otherwise deem to be in their best interests.

Classified Board of Directors

Our amended and restated certificate of incorporation and by-laws will provide that its board of directors will be divided into three classes. At the time of the separation, our board of directors will be divided into three approximately equal classes. The directors designated as Class I directors will have terms expiring at the first annual meeting of stockholders following the distribution. The directors designated as Class II directors will have terms expiring at the second annual meeting of stockholders, and the directors designated as Class III directors will have terms expiring at the third annual meeting of stockholders. Commencing with the first annual meeting of stockholders following the separation, directors for each class will be elected at the annual meeting of stockholders held in the year in which the term for that class expires and thereafter will serve for a term of three years. Because of the classified board provisions, it would take at least two elections of directors for any individual or group to gain control of our board of directors. Accordingly, these provisions could discourage a third party from initiating a proxy contest, making a tender offer or otherwise attempting to gain control of Chemours. However, Chemours' classified board structure will be submitted to a stockholder vote at Chemours' first annual meeting in 2016. If the classified structure described herein is not approved by a majority of the shares voted by its stockholders at the meeting, Chemours would declassify its Board such that all directors would be up for annual election beginning with the 2017 annual meeting.

Stockholder Action by Written Consent

Delaware law provides that, unless otherwise stated in the certificate of incorporation, any action which may be taken at an annual meeting or special meeting of stockholders may be taken without a meeting, if a consent in writing is signed by the holders of the outstanding stock having the minimum number of votes necessary to authorize the action at a meeting of stockholders. Our amended and restated certificate of incorporation will expressly eliminate the right of its stockholders to act by written consent and, as such, stockholder action must take place at the annual or a special meeting of Chemours stockholders.

Meetings of Stockholders

Our amended and restated certificate of incorporation will provide the ability for stockholders to call a special meeting on the terms and conditions, if any, as set forth from time to time in our by-laws and will further provide that the by-laws cannot be amended to extend such a right to holders of record owning less than 25 percent of the outstanding stock entitled to vote. At the time of the distribution, our by-laws will provide that special meetings of the stockholders may be called by a majority of our board of directors and will be called by our corporate secretary at the request in writing of the holders of record of at least 25 percent of the outstanding stock entitled to vote.

No Cumulative Voting

Delaware law permits stockholders to cumulate their votes and either cast them for one candidate or distribute them among two or more candidates in the election of directors only if expressly authorized in a corporation's certificate of incorporation. Our amended and restated certificate of incorporation does not authorize cumulative voting.

Requirements for Advance Notification of Stockholder Nominations and Proposals

Our by-laws will establish advance notice procedures with respect to stockholder proposals and nomination of candidates for election as directors other than nominations made by or at the direction of its board of directors or a committee of its board of directors. Generally, such proposal shall be made not later than the close of business on the 90th day, nor earlier than the close of business on the 120th day in advance of the anniversary of the previous year's annual meeting. For purposes of the first annual meeting, proposals shall be made not later than the close of business on [—], nor earlier than the close of business on [—].

These advance-notice provisions may have the effect of precluding a contest for the election of our directors or the consideration of stockholder proposals if the proper procedures are not followed, and of discouraging or deterring a third party from conducting a solicitation of proxies to elect its own slate of directors or to approve its own proposal, without regard to whether consideration of those nominees or proposals might be harmful or beneficial to us and our stockholders.

Removal of Directors

Delaware law provides that, except in the case of a classified board of directors or where cumulative voting applies, a director, or the entire board of directors, of a corporation may be removed, with or without cause, by the affirmative vote of a majority of the shares of the corporation entitled to vote at an election of directors. Because of the classified board provisions in our amended and restated certificate of incorporation, stockholders may only remove a director for cause by the affirmative vote of holders of a majority of the shares of voting common stock.

Size of Our Board of Directors

Our amended and restated certificate of incorporation and by-laws will provide that the number of directors on its board of directors will be not less than [—], nor more than [—], with the exact number of directors to be fixed exclusively by the board of directors.

Vacancies

Delaware law provides that vacancies and newly created directorships resulting from a resignation or any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, unless the governing documents of a corporation provide otherwise. Our amended and restated certificate of incorporation and our by-laws provide that vacancies occurring in our board of directors for any cause may be filled by vote of a majority of our whole board of directors. The remaining directors may elect a successor to hold office for the unexpired term of the director whose place is vacant and until the election of his successor.

Amendments to Certificate of Incorporation

Our amended and restated certificate of incorporation will provide that the provisions of the amended and restated certificate of incorporation may only be amended by the vote of a majority of the voting power of the outstanding voting stock, except that our amended and restated certificate of incorporation will provide that the affirmative vote of the holders of at least 80 percent of its voting stock then outstanding is required to amend certain provisions relating to:

- no cumulative voting;
- amendment of the by-laws;
- the size, classification, election, removal, nomination and filling of vacancies with respect to the Chemours board of directors;

- stockholder action by written consent and ability to call special meetings of stockholders;
- director and officer indemnification; and
- any provision relating to the amendment of any of these provisions.

Amendments to By-laws

Our amended and restated certificate of incorporation and by-laws will provide that the by-laws may be amended by our board of directors or by the affirmative vote of at least 80 percent of our voting stock then outstanding.

Undesignated Preferred Stock

The authority that our board of directors will possess to issue preferred stock could potentially be used to discourage attempts by third parties to obtain control of Chemours through a merger, tender offer, proxy contest or otherwise by making such attempts more difficult or more costly. Our board of directors may be able to issue preferred stock with voting rights or conversion rights that, if exercised, could adversely affect the voting power of the holders of common stock.

Limitations on Liability, Indemnification of Officers and Directors, and Insurance

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties as directors, and our amended and restated certificate of incorporation will include such an exculpation provision. Under the provisions of our amended and restated certificate of incorporation and by-laws, each person who is or was one of our directors or officers shall be indemnified by us as of right to the full extent permitted by the DGCL.

Under the DGCL, to the extent that a person is successful on the merits in defense of a suit or proceeding brought against him because he is or was one of our directors or officers, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection with such action. If unsuccessful in defense of a third-party civil suit or a criminal suit, or if such a suit is settled, that person shall be indemnified against both (i) expenses, including attorneys' fees, and (ii) judgments, fines and amounts paid in settlement if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, our best interests and, with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful. If unsuccessful in defense of a suit brought by or in our right, or if such suit is settled, that person shall be indemnified only against expenses, including attorneys' fees, incurred in the defense or settlement of the suit if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, our best interests, except that if he is adjudged to be liable for negligence or misconduct in the performance of his duty to us, he cannot be made whole even for expenses unless the court determines that he is fairly and reasonably entitled to indemnity for such expenses.

Under our amended and restated certificate of incorporation and by-laws, the right to indemnification includes the right to be paid by us the expenses incurred in defending any action, suit or proceeding in advance of its final disposition, subject to the receipt by us of undertakings as may be legally defined. In any action by an indemnitee to enforce a right to indemnification or by us to recover advances made, the burden of proving that the indemnitee is not entitled to be indemnified is placed on us.

We maintain liability insurance for our directors and officers to provide protection where we cannot legally indemnify a director or officer and where a claim arises under the Employee Retirement Income Security Act of 1974 against a director or officer based on an alleged breach of fiduciary duty or other wrongful act and directors' and officers' liability insurance for our directors and officers.

The limitation of liability and indemnification provisions that will be in our amended and restated certificate of incorporation and by-laws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation

against our directors and officers, even though such an action, if successful, might otherwise benefit Chemours and our stockholders. However, these provisions will not limit or eliminate our rights, or those of any stockholder, to seek non-monetary relief such as injunction or rescission in the event of a breach of a director's duty of care. The provisions will not alter the liability of directors under the federal securities laws. In addition, your investment may be adversely affected to the extent that, in a class action or direct suit, we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. There is currently no pending material litigation or proceeding against any of our directors, officers or employees for which indemnification is sought.

Exclusive Forum

Our amended and restated certificate of incorporation will provide that unless the board of directors otherwise determines, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for any derivative action or proceeding brought on behalf of us, any action asserting a claim of breach of a fiduciary duty owed by any of our directors or officers to us or our stockholders, creditors or other constituents, any action asserting a claim against us or any of our directors or officers arising pursuant to any provision of the DGCL or our amended and restated certificate of incorporation or by-laws, or any action asserting a claim against us or any of our directors or officers governed by the "internal affairs doctrine" under Delaware state corporate law. However, if (and only if) the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, the action may be brought in another court sitting in the State of Delaware.

Sale of Unregistered Securities

On [—], 2015, we issued [—] shares of common stock, par value $0.01 per share, to DuPont pursuant to Section 4(a)(2) of the Securities Act. We did not register the issuance of the issued shares under the Securities Act because such issuance did not constitute a public offering.

Transfer Agent and Registrar

After the distribution, the transfer agent and registrar for our common stock will be [—].

Listing

We intend to list our common stock on the NYSE under the symbol "CC."

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form 10 with the SEC with respect to the shares of our common stock being distributed as contemplated by this information statement. This information statement is a part of, and does not contain all of the information set forth in, the registration statement and the exhibits and schedules to the registration statement. For further information with respect to us and our common stock, please refer to the registration statement, including its exhibits and schedules. Statements made in this information statement relating to any contract or other document are not necessarily complete, and you should refer to the exhibits attached to the registration statement for copies of the actual contract or document. You may review a copy of the registration statement, including its exhibits and schedules, at the SEC's public reference room, located at 100 F Street, N.E., Washington, D.C. 20549, by calling the SEC at 1-800-SEC-0330 as well as on the Internet website maintained by the SEC at www.sec.gov. Information contained on any website referenced in this information statement is not incorporated by reference in this information statement.

As a result of the distribution, we will become subject to the information and reporting requirements of the Exchange Act and, in accordance with the Exchange Act, we will file periodic reports, proxy statements and other information with the SEC, which will be available on the Internet website maintained by the SEC at www.sec.gov.

We intend to furnish holders of our common stock with annual reports containing consolidated financial statements prepared in accordance with U.S. generally accepted accounting principles and audited and reported on, with an opinion expressed, by an independent registered public accounting firm.

You should rely only on the information contained in this information statement or to which we have referred you. We have not authorized any person to provide you with different information or to make any representation not contained in this information statement.

FINANCIAL STATEMENTS

THE CHEMOURS COMPANY
(A Consolidated Subsidiary of E. I. du Pont de Nemours and Company)

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of E. I. du Pont de Nemours and Company:

In our opinion, the accompanying combined balance sheets and the related combined statements of income, changes in DuPont company net investment and cash flows present fairly, in all material respects, the financial position of The Chemours Company at December 31, 2014 and 2013, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

Philadelphia, Pennsylvania
April 21, 2015

THE CHEMOURS COMPANY
(A Consolidated Subsidiary of E. I. du Pont de Nemours and Company)
Combined Income Statements
(Dollars in millions)

	Year ended December 31,		
	2014	2013	2012
Net sales	$6,432	$6,859	$7,365
Cost of goods sold	5,072	5,395	5,014
Gross profit	1,360	1,464	2,351
Selling, general and administrative expense	685	768	747
Research and development expense	143	164	145
Employee separation/asset related charges, net	21	2	36
Total expenses	849	934	928
Equity in earnings of affiliates	20	22	25
Other income, net	19	24	37
Income before income taxes	550	576	1,485
Provision for income taxes	149	152	427
Net income	401	424	1,058
Less: Net income attributable to noncontrolling interests	1	1	1
Net income attributable to Chemours	$ 400	$ 423	$1,057

See accompanying Notes to the Combined Financial Statements.

THE CHEMOURS COMPANY
(A Consolidated Subsidiary of E. I. du Pont de Nemours and Company)
Combined Balance Sheets
(Dollars in millions)

	December 31, 2014	December 31, 2013
Assets		
Current assets:		
Accounts and notes receivable — trade, net	$ 846	$ 841
Inventories	1,052	1,055
Prepaid expenses and other	43	40
Deferred income taxes	21	44
Total current assets	1,962	1,980
Property, plant and equipment	9,282	8,821
Less accumulated depreciation	(5,974)	(5,849)
Net property, plant and equipment	3,308	2,972
Goodwill	198	198
Other intangibles, net	11	17
Investments in affiliates	124	123
Other assets	375	331
Total assets	$ 5,978	$ 5,621
Liabilities and DuPont Company Net Investment		
Current liabilities:		
Accounts payable	$ 1,046	$ 1,057
Deferred income taxes	9	9
Other accrued liabilities	352	405
Total current liabilities	1,407	1,471
Other liabilities	464	456
Deferred income taxes	434	477
Total liabilities	2,305	2,404
Commitments and contingent liabilities (Note 17)		
DuPont Company Net Investment:		
DuPont Company Net Investment	3,650	3,195
Accumulated other comprehensive income	19	19
Total DuPont Company Net Investment	3,669	3,214
Noncontrolling interests	4	3
Total DuPont Company Net Investment and noncontrolling interests	3,673	3,217
Total liabilities, DuPont Company Net Investment and noncontrolling interests	$ 5,978	$ 5,621

See accompanying Notes to the Combined Financial Statements.

THE CHEMOURS COMPANY
(A Consolidated Subsidiary of E. I. du Pont de Nemours and Company)
Combined Statements of Changes in DuPont Company Net Investment
Years ended December 31, 2014, 2013 and 2012
(Dollars in millions)

	DuPont Company Net Investment	Accumulated other comprehensive income (loss)	Non-controlling interests	Total
Balance at January 1, 2012	$ 3,048	$ 19	$ 2	$3,069
Net income	1,057	—	1	1,058
Net transfers to DuPont	(959)	—	(1)	(960)
Balance at December 31, 2012	$ 3,146	$ 19	$ 2	$3,167
Net income	423	—	1	424
Net transfers to DuPont	(374)	—	—	(374)
Balance at December 31, 2013	$ 3,195	$ 19	$ 3	$3,217
Net income	400	—	1	401
Net transfers to DuPont	55	—	—	55
Balance at December 31, 2014	$ 3,650	$ 19	$ 4	$3,673

See accompanying Notes to the Combined Financial Statements.

THE CHEMOURS COMPANY
(A Consolidated Subsidiary of E. I. du Pont de Nemours and Company)
Combined Statements of Cash Flows
(Dollars in millions)

	Year ended December 31,		
	2014	2013	2012
Operating activities:			
Net income	$ 401	$ 424	$1,058
Adjustments to reconcile net income to cash provided by operations			
Depreciation and amortization	257	261	266
Other operating charges and credits — net	18	13	47
Gain on sales of assets and businesses	(40)	(7)	—
Equity in losses (earnings) of affiliates, net of dividends received of $19, $19 and $31.	1	(1)	6
Deferred tax (benefit) expense	(22)	(14)	15
(Increase) decrease in operating assets:			
Accounts and notes receivable — trade, net	4	(37)	137
Inventories and other operating assets	(29)	(75)	(94)
(Decrease) increase in operating liabilities:			
Accounts payable and other operating liabilities	(85)	234	(45)
Cash provided by operating activities	505	798	1,390
Investing activities:			
Purchases of property, plant and equipment	(604)	(438)	(432)
Proceeds from sales of assets and businesses — net	32	14	3
Investment in affiliates	(8)	—	—
Other investing activities	20	—	—
Cash used for investing activities	(560)	(424)	(429)
Financing activities:			
Payments on long-term capital lease obligations	—	—	(1)
Net transfers from (to) DuPont	55	(374)	(960)
Cash provided by (used for) financing activities	55	(374)	(961)
Increase (decrease) in cash and cash equivalents	—	—	—
Cash and cash equivalents at beginning of period	—	—	—
Cash and cash equivalents at end of period	$ —	$ —	$ —
SUPPLEMENTAL DISCLOSURE OF SIGNIFICANT NON-CASH INVESTING ACTIVITIES:			
Change in property, plant and equipment included in accounts payable	$ (11)	$ —	$ —

See accompanying Notes to the Combined Financial Statements.

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Notes to the Combined Financial Statements
(Dollars in millions)

Note 1: Description of the Business

The accompanying Combined Financial Statements present, on a historical cost basis, the combined assets, liabilities, revenues and expenses related to The Chemours Company (Chemours) a wholly owned subsidiary of E. I. du Pont de Nemours and Company (DuPont). Chemours did not operate as a separate, stand-alone entity and comprises certain DuPont wholly owned legal entities for which Chemours is the sole business, components of legal entities in which Chemours operates in conjunction with other DuPont businesses, and a majority owned joint venture. Historically, Chemours operated as a part of DuPont, and Chemours' results of operations have been reported in DuPont's consolidated financial statements.

Chemours delivers customized solutions with a wide range of industrial and specialty chemical products for markets including plastics and coatings, refrigeration and air conditioning, general industrial, mining and oil refining. Principal products include titanium dioxide, refrigerants, industrial fluoropolymer resins, sodium cyanide, sulfuric acid and aniline. Chemours consists of three reportable segments including Titanium Technologies, Fluoroproducts and Chemical Solutions.

Chemours is globally operated with manufacturing facilities, sales centers, administrative offices, and warehouses located throughout the world. Chemours operations are primarily located in the United States, Canada, Mexico, Brazil, the Netherlands, Belgium, China, Taiwan, Japan, Switzerland, Singapore, Hong Kong, India, the United Kingdom, France and Sweden. As of December 31, 2014, Chemours consisted of 40 production facilities globally, six dedicated to Titanium Technologies, 20 dedicated to Fluoroproducts, 12 dedicated to Chemical Solutions and two that supported multiple Chemours segments. At three of these sites, currently shared with other DuPont businesses, DuPont will continue its own manufacturing operations after separation, as well as contract manufacture for Chemours for the products currently produced by the Fluoroproducts segment at these sites.

Note 2: Basis of Presentation

Throughout the period covered by the Combined Financial Statements, Chemours operated as a part of DuPont. Consequently, stand-alone financial statements have not been historically prepared for Chemours. The accompanying Combined Financial Statements have been prepared from DuPont's historical accounting records and are presented on a stand-alone basis as if the operations had been conducted independently from DuPont. The operations comprising Chemours are in various legal entities which have no direct ownership relationship. The entity conducting operations for Chemours in Japan is a dual resident for U.S. income tax purposes. Accordingly, DuPont and its subsidiaries' net investment in these operations is shown in lieu of Stockholder's Equity in the Combined Financial Statements. The Combined Financial Statements include the historical operations, assets, and liabilities of the legal entities that are considered to comprise the Chemours business, including certain environmental remediation and litigation obligations for which Chemours will indemnify DuPont.

Discrete financial information was not available for Chemours within certain legal entities that include the operations of Chemours and other DuPont businesses (shared entities), as DuPont does not record every transaction at the Chemours level, but rather at the legal entity level. Chemours also comprises certain stand-alone legal entities for which discrete financial information is available. For the shared entities for which discrete financial information was not available, allocation methodologies were applied to certain accounts to allocate amounts to Chemours as discussed further in Note 4.

The Combined Income Statements include all revenues and costs directly attributable to Chemours, including costs for facilities, functions, and services used by Chemours. Costs for certain functions and services performed

by centralized DuPont organizations are directly charged to Chemours based on usage or other allocation methods. The results of operations also include allocations of (i) costs for administrative functions and services performed on behalf of Chemours by centralized staff groups within DuPont; (ii) DuPont's general corporate expenses; and (iii) certain pension and other retirement benefit costs (see Note 4 for a description of the allocation methodologies employed). As more fully described in Note 3 and Note 8, current and deferred income taxes and related tax expense have been determined based on the stand-alone results of Chemours by applying Accounting Standards Codification 740, *Income Taxes* (ASC 740), issued by the Financial Accounting Standards Board (FASB), to Chemours operations in each country as if it were a separate taxpayer (i.e. following the separate return methodology).

All charges and allocations of cost for facilities, functions, and services performed by DuPont organizations have been deemed paid by Chemours to DuPont in the period in which the cost was recorded in the Combined Income Statements. Chemours' portion of current income taxes payable is deemed to have been remitted to DuPont in the period the related tax expense was recorded. Chemours' portion of current income taxes receivable is deemed to have been remitted to Chemours by DuPont in the period to which the receivable applies only to the extent that a refund of such taxes could have been recognized by Chemours on a stand-alone basis under the law of the relevant taxing jurisdiction.

DuPont uses a centralized approach to cash management and financing its operations. Accordingly cash, cash equivalents, debt, or related interest expense have not been allocated to Chemours in the Combined Financial Statements. Transactions between DuPont and Chemours are accounted for through DuPont Company Net Investment (see Note 4 for additional information). Chemours purchased materials and services from, and sold materials and services to other businesses of DuPont. Transactions between DuPont and Chemours are deemed to have been settled immediately through DuPont Company Net Investment. DuPont's short and long-term debt has not been pushed down to the Chemours' Combined Financial Statements because it is not specifically identifiable to Chemours.

All of the allocations and estimates in the Combined Financial Statements are based on assumptions that management of DuPont and Chemours believes are reasonable. However, the Combined Financial Statements included herein may not be indicative of the financial position, results of operations, and cash flows of Chemours in the future or if Chemours had been a separate, stand-alone entity during the periods presented.

Actual costs that would have been incurred if Chemours had been a stand-alone company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, such as the division of shared services in human resources, corporate stewardship, legal, finance, sourcing, information systems and marketing, among others.

Note 3: Summary of Significant Accounting Policies

These Combined Financial Statements have been prepared in accordance with generally accepted accounting principles in the United States of America (GAAP). The significant accounting policies described below, together with the other notes that follow, are an integral part of the Combined Financial Statements.

Preparation of Financial Statements

The preparation of the Combined Financial Statements in conformity with 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 Combined Financial Statements and the reported amounts of revenues and expenses, including allocations of costs as discussed above, during the reporting period. Management's estimates are based on historical experience, facts and circumstances available at the time and various other assumptions that are believed to be reasonable. Actual results could differ from those estimates.

Basis of Combination

All significant intercompany accounts and transactions within Chemours have been eliminated in the preparation of the accompanying Combined Financial Statements. All significant intercompany transactions with DuPont are deemed to have been paid in the period the cost was incurred.

Revenue Recognition

Revenue is recognized when the earnings process is complete. Revenue for product sales is recognized when products are shipped to the customer in accordance with the terms of the agreement, when title and risk of loss have been transferred, collectability is reasonably assured and pricing is fixed or determinable. Accruals are made for sales returns and other allowances based on historical experience. Cash sales incentives are accounted for as a reduction in sales and noncash sales incentives are recorded as a charge to cost of goods sold at the time the revenue or selling expense, depending on the nature of the incentive, is recorded. Amounts billed to customers for shipping and handling fees are included in net sales and costs incurred by Chemours for the delivery of goods are classified as cost of goods sold in the Combined Income Statements. Taxes on revenue-producing transactions are excluded from net sales. Licensing and royalty income is recognized in accordance with agreed upon terms, when performance obligations are satisfied, the amount is fixed or determinable and collectability is reasonably assured.

Cash and Cash Equivalents

Chemours participates in DuPont's centralized cash management and financing programs (see Note 4 for additional information).

Fair Value Measurements

Under the accounting for fair value measurements and disclosures, a fair value hierarchy was established that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Chemours uses the following valuation techniques to measure fair value for its assets and liabilities:

(a) Level 1 – Quoted market prices in active markets for identical assets or liabilities;

(b) Level 2 – Significant other observable inputs (e.g. quoted prices for similar items in active markets, quoted prices for identical or similar items in markets that are not active, inputs other than quoted prices that are observable, such as interest rate and yield curves, and market-corroborated inputs); and

(c) Level 3 – Unobservable inputs for the asset or liability, which are valued based on management's estimates of assumptions that market participants would use in pricing the asset or liability.

Receivables and Allowance for Doubtful Accounts

Receivables are recognized net of an allowance for doubtful accounts. The allowance for doubtful accounts reflects the best estimate of losses inherent in Chemours' accounts receivable portfolio determined on the basis of

historical experience, specific allowances for known troubled accounts and other available evidence. Accounts receivable are written off when management determines that they are uncollectible.

Inventories

Chemours' inventories are valued at the lower of cost or market. Inventories held at substantially all U.S. locations are valued using the last-in, first-out (LIFO) method. Inventories held outside the U.S. are determined by the average cost method. Elements of cost in inventories include raw materials, direct labor, and manufacturing overhead. Stores and supplies are valued at cost or market, whichever is lower; cost is generally determined by the average cost method. Approximately 52% and 53% of inventory is on a LIFO basis as of December 31, 2014 and 2013, respectively. The remainder is accounted for using the average cost method.

Property, Plant and Equipment

Property, plant and equipment is carried at cost and is depreciated using the straight-line method. Property, plant and equipment placed in service prior to 1995 is depreciated under the sum-of-the-years' digits method or other substantially similar methods. Substantially all equipment and buildings are depreciated over useful lives ranging from 15 to 25 years. Capitalizable costs associated with computer software for internal use are amortized on a straight-line basis over five to seven years. When assets are surrendered, retired, sold or otherwise disposed of, their gross carrying values and related accumulated depreciation are removed from the balance sheet and included in determining gain or loss on such disposals.

Repair and maintenance costs that materially add to the value of the asset or prolong its useful life are capitalized and depreciated based on the extension to the useful life. Capitalized repair and maintenance costs are recorded on the Combined Balance Sheets in other assets.

Direct Financing Type Leases

Certain of Chemours' facilities are located on land owned by third parties. The plant and equipment built on this land is constructed by, owned, and operated by Chemours for the exclusive benefit of the third party landlord. The useful lives of the equipment are generally shorter than the lease term, or there exists a purchase option for the third party to acquire the equipment at the end of the lease term. Based on an analysis of the underlying agreements, management has determined that these agreements and property represent a direct financing type lease, whereby Chemours is the lessor of its equipment to the third party landlords. As such, the related plant and equipment are reported as leases receivable. The current portion is included in accounts and notes receivable — trade, net (see Note 9) and the non-current portion is included in other assets (see Note 13). The equipment balances have zero net book value within property, plant and equipment.

Goodwill and Other Intangible Assets

The excess of the purchase price over the estimated fair value of the net assets acquired, including identified intangibles, is recorded as goodwill. Goodwill is tested for impairment annually on October 1; however, these tests are performed more frequently when events or changes in circumstances indicate that the asset may be impaired. Impairment exists when carrying value exceeds fair value. Goodwill is evaluated for impairment at the reporting unit level, which is the level of our operating segments.

Evaluating goodwill for impairment is a two-step process. In the first step, Chemours compares the carrying value of net assets to the fair value of the related operations. Chemours' methodology for estimating the fair value of its reporting units is using the income approach based on the present value of future cash flows. The

factors considered in determining the cash flows include: 1) macroeconomic conditions; 2) industry and market considerations; 3) costs of raw materials, labor or other costs having a negative effect on earnings and cash flows; 4) overall financial performance; and 5) other relevant entity-specific events. If the fair value is determined to be less than the carrying value, a second step is performed to compute the amount of the impairment.

Definite-lived intangible assets, such as purchased and licensed technology, patents, trademarks, and customer lists are amortized over their estimated useful lives, generally for periods ranging from five to 20 years. The reasonableness of the useful lives of these assets is continually evaluated.

Impairment of Long-Lived Assets

Chemours evaluates the carrying value of long-lived assets to be held and used when events or changes in circumstances indicate the carrying value may not be recoverable. For purposes of recognition and measurement of an impairment loss, the assessment is performed at the lowest level for which independent cash flows can be identified, which varies, but can range from the reporting unit level to the individual plant level. To determine the level at which the assessment is performed, Chemours considers factors such as revenue dependency, shared costs and the extent of vertical integration.

The carrying value of a long-lived asset is considered impaired when the total projected undiscounted cash flows from the asset are separately identifiable and are less than its carrying value. 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. The fair value methodology used is an estimate of fair market value which is made based on prices of similar assets or other valuation methodologies including present value techniques. Long-lived assets to be disposed of other than by sale are classified as held for use until their disposal. 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 market value less cost to sell. Depreciation is discontinued for long-lived assets classified as held for sale.

Research and Development

Research and development costs are expensed as incurred. Research and development expenses include costs (primarily consisting of employee costs, materials, contract services, research agreements, and other external spend) relating to the discovery and development of new products, enhancement of existing products and regulatory approval of new and existing products.

Environmental Liabilities and Expenditures

Environmental liabilities and expenditures included in the Combined Financial Statements represent claims for matters that will be indemnified by Chemours after the separation. Accruals for environmental matters are recorded in cost of goods sold when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. Accrued liabilities do not include claims against third parties and are not discounted.

Costs related to environmental remediation are charged to expense in the period incurred. Other environmental costs are also charged to expense in the period incurred, unless they increase the value of the property or reduce or prevent contamination from future operations, in which case they are capitalized and amortized.

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Asset Retirement Obligations

Chemours records asset retirement obligations at fair value at the time the liability is incurred. Fair value is measured using expected future cash outflows discounted at Chemours' credit-adjusted risk-free interest rate, which are considered level 3 inputs. Accretion expense is recognized as an operating expense classified within cost of goods sold on the Combined Income Statements using the credit-adjusted risk-free interest rate in effect when the liability was recognized. The associated asset retirement obligations are capitalized as part of the carrying amount of the long-lived asset and depreciated over the estimated remaining useful life of the asset, generally for periods ranging from one to 25 years.

Litigation

Litigation liabilities and expenditures included in the Combined Financial Statements represent litigation matters for which Chemours will indemnify DuPont. Accruals for litigation are made when the information available indicates that it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. Legal costs such as outside counsel fees and expenses are charged to expense in the period services are received.

Insurance/Self-Insurance

Chemours incurred $10, $8 and $7 of cost related to DuPont's general insured risks for the years ended December 31, 2014, 2013 and 2012, respectively. Chemours is a participant in DuPont's self-insurance program where permitted by law or regulation, including workers' compensation, vehicle liability and employee related benefits. Liabilities associated with these risks are estimated in part by considering historical claims experience, demographic factors, and other actuarial assumptions. For other risks, a combination of insurance and self-insurance is used, reflecting comprehensive reviews of relevant risks. The annual cost is allocated to all of the participating businesses using methodologies deemed reasonable by management. All obligations pursuant to these plans have historically been obligations of DuPont. As such, these obligations are not included in the Combined Balance Sheets, with the exception of self-insurance liabilities related to workers compensation, vehicle liability and employee related benefits.

Income Taxes

Income taxes as presented herein attribute current and deferred income taxes of DuPont to Chemours' stand-alone financial statements in a manner that is systematic, rational, and consistent with the asset and liability method prescribed by ASC 740. Accordingly, Chemours' income tax provision was prepared following the separate return method. The separate return method applies ASC 740 to the stand-alone financial statements of each member of the consolidated group as if the group member were a separate taxpayer and a stand-alone enterprise. As a result, actual tax transactions included in the consolidated financial statements of DuPont may not be included in the separate Combined Financial Statements of Chemours. Similarly, the tax treatment of certain items reflected in the separate Combined Financial Statements of Chemours may not be reflected in the consolidated financial statements and tax returns of DuPont; therefore, such items as net operating losses, credit carryforwards, and valuation allowances may exist in the stand-alone financial statements that may or may not exist in DuPont's consolidated financial statements.

The breadth of Chemours' operations and the global complexity of tax regulations require assessments of uncertainties and judgments in estimating the taxes that Chemours will ultimately pay. The final taxes paid are

dependent upon many factors, including negotiations with taxing authorities in various jurisdictions, outcomes of tax litigation and resolution of disputes arising from federal, state and international tax audits in the normal course of business.

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 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 Chemours' assets and liabilities and are adjusted for changes in tax rates and tax laws when changes are enacted. Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. It is Chemours' policy to include accrued interest related to unrecognized tax benefits in miscellaneous income and expenses, net, under other income, net. It is Chemours' policy to include income tax related penalties in the provision for income taxes.

In general, the taxable income (loss) of various Chemours entities was included in DuPont's consolidated tax returns, where applicable, in jurisdictions around the world. As such, separate income tax returns were not prepared for many Chemours entities. Consequently, income taxes currently payable are deemed to have been remitted to DuPont, in cash, in the period the liability arose and income taxes currently receivable are deemed to have been received from DuPont in the period that a refund could have been recognized by Chemours had Chemours been a separate taxpayer.

As stated above in Note 2, the operations comprising Chemours are in various legal entities which have no direct ownership relationship. Consequently, no provision has been made for income taxes on unremitted earnings of subsidiaries and affiliates.

Foreign Currency Translation

DuPont identifies its separate and distinct foreign entities and groups them into two categories: 1) extension of the parent (U.S. dollar (USD)) functional currency) and 2) self-contained (local functional currency). If a foreign entity does not align with either category, factors are evaluated and a judgment is made to determine the functional currency. DuPont changes the functional currency of its separate and distinct foreign entities only when significant changes in economic facts and circumstances indicate clearly that the functional currency has changed.

During the periods covered by these financial statements, the Chemours business operated within foreign entities. For foreign entities where USD is the functional currency, all foreign currency-denominated asset and liability amounts are remeasured into USD at end-of-period exchange rates, except for inventories, prepaid expenses, property, plant and equipment, goodwill and other intangible assets, which are remeasured at historical rates. Foreign currency-denominated income and expenses are remeasured at average exchange rates in effect during the year, except for expenses related to balance sheet amounts remeasured at historical exchange rates. Exchange gains and losses arising from remeasurement of foreign currency-denominated monetary assets and liabilities are included in income in the period in which they occur.

For foreign entities where the local currency is the functional currency, assets and liabilities denominated in local currencies are translated into USD at end-of-period exchange rates and the resulting translation adjustments are reported, net of their related tax effects, as a component of accumulated other comprehensive income (loss) in

equity. Assets and liabilities denominated in other than the functional currency are remeasured into the functional currency prior to translation into USD and the resultant exchange gains or losses are included in income in the period in which they occur. Income and expenses are translated into USD at average exchange rates in effect during the period.

Commencing in 2015, when the Performance Chemicals operations are legally and operationally separated within DuPont in anticipation of the spin, some of the resulting newly created Chemours foreign entities will have their local currency as the functional currency. The company changes the functional currency of its separate and distinct foreign entities only when significant changes in economic facts and circumstances indicate clearly that the functional currency has changed.

DuPont Company Net Investment

Chemours' equity on the Combined Balance Sheets represents DuPont's net investment in the Chemours business and is presented as "DuPont Company Net Investment" in lieu of stockholders' equity. The Statements of Changes in DuPont Company Net Investment include net cash transfers and other property transfers between DuPont and Chemours as well as intercompany receivables and payables between Chemours and other DuPont affiliates that were settled on a current basis. DuPont performs cash management and other treasury-related functions on a centralized basis for nearly all of its legal entities, which includes Chemours. DuPont Company Net Investment account includes assets and liabilities incurred by DuPont on behalf of Chemours such as accrued liabilities related to corporate allocations including administrative expenses for legal, accounting, treasury, information technology, human resources and other services. Other assets and liabilities recorded by DuPont, whose related income and expenses have been pushed down to Chemours, are also included in DuPont Company Net Investment.

All transactions reflected in DuPont Company Net Investment in the accompanying Combined Balance Sheets have been considered cash receipts and payments for purposes of the Combined Statements of Cash Flows and are reflected in financing activities in the accompanying Combined Statements of Cash Flows.

Earnings per share data has not been presented in the accompanying Combined Financial Statements because Chemours does not operate as a separate legal entity with its own capital structure.

Employee Benefits

Certain of Chemours' employees participate in defined benefit pension and other post-employment benefit plans (the Plans) sponsored by DuPont and accounted for by DuPont in accordance with accounting guidance for defined benefit pension and other post-employment benefit plans. Significantly all expense was allocated in shared entities and reported within costs of goods sold, selling, general and administrative expenses and research and development expenses in the Combined Income Statements. Chemours has considered the Plans to be part of a multiemployer plan with DuPont. The expense related to the current employees of Chemours as well as the expense related to retirees of Chemours are included in these Combined Financial Statements (see Note 18 for further information).

Derivatives

Chemours participates in DuPont's foreign currency hedging program to reduce earnings and cash flow volatility associated with foreign currency exchange rate changes.

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DuPont formally documents the hedge relationships, including identification of the hedging instruments and the hedged items, the risk management objectives and strategies for undertaking the hedge transactions, and the methodologies used to assess effectiveness and measure ineffectiveness. Realized gains and losses on derivative instruments of DuPont are allocated by DuPont to Chemours based on projected exposure. Chemours recognizes its allocable share of the gains and losses on DuPont's derivative financial instruments in earnings when the forecasted sales occur for foreign currency hedges. The foreign currency hedges qualify as cash flow hedges, and the realized gains recognized in earnings were $4, $0 and $6 for the years ended December 31, 2014, 2013 and 2012, respectively.

DuPont does not hold any derivative instruments specifically for the benefit of Chemours' operations and no derivative instruments of DuPont will be attributable to Chemours after the separation. Chemours does not hold or issue financial instruments for speculative or trading purposes.

New Accounting Guidance

Recent Accounting Pronouncements

In April 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2015-03, "Interest — Imputation of Interest (Subtopic 835-30)", which requires debt issuance costs related to a recognized debt liability to be presented in the balance sheet as a direct deduction from the carrying amount of the debt, consistent with debt discounts. The ASU is effective for public business entities for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted, including adoption in an interim period. Chemours intends to adopt this guidance for the quarter ending June 30, 2015. The adoption of this standard will have no impact on Chemours' results of operations or cash flows. Due to the accounting change described above, Chemours will record these costs as a reduction of the liability on the balance sheet.

In February 2015, the FASB issued ASU No. 2015-02 "Consolidation (Topic 810): Amendments to the Consolidation Analysis." The amendments under the new guidance modify the evaluation of whether limited partnerships and similar legal entities are variable interest entities (VIEs) or voting interest entities and eliminate the presumption that a general partner should consolidate a limited partnership. The ASU is effective for public business entities for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted, including adoption in an interim period. A reporting entity also may apply the amendments retrospectively. Chemours is currently evaluating the impact of adopting this guidance on its financial position and results of operations.

In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers", which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The ASU will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The new standard is effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early application is not permitted. The standard permits the use of either the retrospective or cumulative effect transition method. Chemours is evaluating the effect that ASU 2014-09 will have on the Combined Financial Statements. Chemours has not yet selected a transition method nor has it determined the effect of the standard on its ongoing financial reporting.

In April 2014, the FASB issued authoritative guidance, ASU No. 2014-08, "Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity", amending existing requirements for reporting discontinued operations. Under the new guidance, discontinued operations reporting will be limited to disposal

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transactions that represent strategic shifts having a major effect on operations and financial results. The amended guidance also enhances disclosures and requires assets and liabilities of a discontinued operation to be classified as such for all periods presented in the financial statements. Public entities will apply the amended guidance prospectively to all disposals occurring within annual periods beginning on or after December 15, 2014 and interim periods within those years. Chemours will adopt this standard on January 1, 2015. Due to the change in requirements for reporting discontinued operations described above, presentation and disclosures of future disposal transactions after adoption may be different than under current standards.

Note 4: Relationship with DuPont and Related Entities

Historically, Chemours has been managed and operated in the normal course of business with other affiliates of DuPont. Accordingly, certain shared costs have been allocated to Chemours and reflected as expenses in the stand-alone Combined Financial Statements. Management of DuPont and Chemours consider the allocation methodologies used to be reasonable and appropriate reflections of the historical DuPont expenses attributable to Chemours for purposes of the stand-alone financial statements. The expenses reflected in the Combined Financial Statements may not be indicative of expenses that will be incurred by Chemours in the future. All related party transactions approximate market prices.

(a) ***Related Party Purchases and Sales***

Throughout the period covered by the Combined Financial Statements, Chemours sold finished goods to DuPont.

Related party sales to other DuPont businesses include the following amounts:

	Year ended December 31,		
Selling Segment	**2014**	**2013**	**2012**
Titanium Technologies	$—	$ 6	$ 68
Fluoroproducts	45	37	31
Chemical Solutions	65	78	67
Total	$110	$121	$166

Sales to DuPont’s Performance Coatings business decreased significantly in 2013, as DuPont sold the business in February of 2013. Upon the date of the sale, transactions with DuPont Performance Coatings were no longer accounted for as related party transactions.

Chemours purchased byproducts from other DuPont businesses in the following amounts:

	Year ended December 31,		
Purchasing Segment	**2014**	**2013**	**2012**
Titanium Technologies	$ 1	$ 1	$ 1
Chemical Solutions	8	14	21
Total	$ 9	$ 15	$ 22

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(b) ***Leveraged Services and Corporate Costs***

DuPont incurs significant corporate costs for services provided to Chemours as well as other DuPont businesses. These costs include expenses for information systems, accounting, other financial services such as treasury and audit, purchasing, human resources, legal, facilities, engineering, corporate research and development, corporate stewardship, marketing and business analysis support.

A portion of these costs benefit multiple or all DuPont businesses, including Chemours, and are allocated to Chemours and its reportable segments using methods based on proportionate formulas involving total costs or other various allocation methods that management believes are consistent and reasonable. Other Chemours corporate costs are not allocated to the reportable segments and are reported in Corporate and Other.

The allocated leveraged functional service expenses and general corporate expenses included in the Combined Income Statements were $492, $519 and $500 for the years ended December 31, 2014, 2013 and 2012, respectively. Allocated leveraged functional service expenses and general corporate expenses were recorded in the Combined Income Statements within the following captions:

	Year ended December 31,		
	2014	2013	2012
Selling, general and administrative expense	$411	$436	$ 412
Research and development expense	49	50	50
Cost of goods sold	32	33	38
Total	$492	$519	$ 500

(c) ***Shared Sites***

Chemours has manufacturing operations at 40 production facilities globally. Chemours shares 14 of these production facilities with DuPont's other non-Chemours manufacturing operations. Additionally, Chemours shares warehouse, sales centers, office space, and research and development facilities with other DuPont businesses. The property, plant and equipment primarily or exclusively used by Chemours for these shared locations are included in the Combined Balance Sheets.

The full historical cost, accumulated depreciation and depreciation expense for assets at shared manufacturing plant sites and other facilities where Chemours is the primary or exclusive user of the assets have been included in the Combined Balance Sheets and Combined Income Statements. Accordingly, when the use of a Chemours primary asset has been shared with another DuPont business (manufacturing or otherwise), the cost for the non-Chemours usage has been deemed to have been charged to DuPont's non-Chemours business. The amounts are credited primarily to cost of goods sold in the Combined Income Statements and were $17, $12 and $13 for the years ended December 31, 2014, 2013 and 2012, respectively.

At shared manufacturing plant sites and other facilities where Chemours is not the primary or exclusive user of the assets; the shared assets have been excluded from the Combined Balance Sheets. Accordingly, where Chemours has used these shared assets, a charge to cost of goods sold has been recorded for its usage of these shared assets. The amounts are charged primarily to cost of goods sold in the Combined Income Statements and were $4, $3 and $3 the years ended December 31, 2014, 2013 and 2012, respectively.

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(d) ***Cash Management and Financing***

Chemours participates in DuPont's centralized cash management and financing programs. Disbursements are made through centralized accounts payable systems which are operated by DuPont. Cash receipts are transferred to centralized accounts, also maintained by DuPont. As cash is disbursed and received by DuPont, it is accounted for by Chemours through DuPont Company Net Investment. All short and long-term debt is financed by DuPont and financing decisions for wholly and majority owned subsidiaries is determined by central DuPont treasury operations.

(e) ***Accounts Receivable and Payable***

Receivables and payables between Chemours and DuPont and its non-Chemours businesses are settled on a current basis and have been accounted for through the DuPont Company Net Investment account in the Combined Financial Statements.

Note 5: Research and Development Expense

Research and development expense directly incurred by Chemours resources was $94, $114 and $95 for the years ended December 31, 2014, 2013 and 2012, respectively. Research and development expense also includes $49, $50 and $50 for the years ended December 31, 2014, 2013 and 2012, respectively, representing an assignment of costs associated primarily with DuPont's Corporate Central Research and Development long-term research activities. This assignment was based on the cost of research projects for which Chemours was determined to be the sponsor or co-sponsor. All research services provided by DuPont's central research and development to Chemours are specifically requested by Chemours, covered by service-level agreements and billed based on usage.

Note 6: Employee Separation/Asset Related Charges, Net

2014 Restructuring Program

During 2014, Chemours implemented a restructuring plan to increase productivity and recorded a pre-tax charge of $19 in employee separation/asset related charges, net in the Combined Statements of Income related to this initiative. The charge consisted of $16 related to employee separation costs and $3 for asset shut-down costs. The actions associated with this charge and all related payments are expected to be substantially complete by December 31, 2015.

The year-to-date 2014 charge impacted segment earnings as follows:

Titanium Technologies	$ 3
Fluoroproducts	16
	$19

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Account balances and activity for the 2014 restructuring program are summarized below:

	Employee Separation Costs	Asset Shut Down Costs	Total
Charges to income for the year ending December 31, 2014	$ 16	$ 3	$ 19
Charges to accounts:			
Payments	(2)	—	(2)
Net translation adjustment	(2)	—	(2)
Asset write-offs and adjustments	—	(3)	(3)
Balance as of December 31, 2014	$ 12	$ —	$ 12

Asset Impairment

During 2012, as a result of strategic decisions related to deteriorating conditions within a specific industrial chemicals market, Chemours determined that an impairment triggering event had occurred and that an assessment of the asset group related to this industrial chemical was warranted. This assessment determined that the carrying value of the asset group exceeded its fair value. As a result of the impairment test, a $33 pre-tax impairment charge was recorded within employee separation/asset related charges, net by the Chemical Solutions segment. In calculating the impairment charge, fair value was determined by utilizing a discounted cash flow approach which included assumptions concerning future operating performance and economic conditions that may differ from actual cash flows. In connection with this matter, as of December 31, 2012, Chemours had long-lived assets with a remaining net book value of approximately $6, accounted for at fair value on a nonrecurring basis after initial recognition. These nonrecurring fair value measurements were determined using level 3 inputs within the fair value hierarchy, as described in Note 3 to the Combined Financial Statements.

Note 7: Other Income, Net

	Year ended December 31,		
	2014	2013	2012
Leasing, contract services and miscellaneous income[1]	$ 17	$ 24	$ 18
Royalty income[2]	28	24	24
Gain on purchase of equity investment[3]	—	7	—
Gain on sales of assets and businesses[4]	40	—	—
Exchange losses[5]	(66)	(31)	(5)
	$ 19	$ 24	$ 37

1 Leasing, contract services and miscellaneous income includes accrued interest related to unrecognized tax benefits. Refer to Note 8 for further discussion of unrecognized tax benefits.
2 Royalty income is primarily for technology and trademark licensing.
3 Gain on purchase of equity investment consists of a gain on the remeasurement of Chemours' equity investment and a gain on the bargain purchase of the remainder of the DESCO C.V. joint venture for $4 and $3, respectively, recognized in the third quarter of 2013. Prior to purchasing the remaining interest in DESCO C.V. in the third quarter of 2013, Chemours accounted for the joint venture as an equity method investment.

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4 Gain on sale of assets and businesses comprises $30 and $4 relating to gain on sale of businesses in the Fluoroproducts and Titanium Technologies segments, respectively, and the remaining $6 relating to gain on sale of assets.

5 Exchange losses primarily driven by the strengthening of the U.S. Dollar versus the Swiss Franc and the Euro in 2014, a strengthening of the U.S. Dollar versus the Venezuelan Bolivar and the Brazilian Real in 2013 and a strengthening of the U.S. Dollar versus the Brazilian Real in 2012.

Note 8: Income Taxes

As previously discussed in Note 3, although Chemours was historically included in consolidated income tax returns of DuPont, Chemours' income taxes are computed and reported herein under the "separate return method." Use of the separate return method may result in differences when the sum of the amounts allocated to stand-alone tax provisions are compared with amounts presented in consolidated financial statements. In that event, the related deferred tax assets and liabilities could be significantly different from those presented herein. Certain tax attributes, e.g. net operating loss carryforwards, which were actually reflected in DuPont's consolidated financial statements may or may not exist at the stand-alone Chemours level.

Chemours' Combined Financial Statements do not reflect any amounts due to DuPont for income tax related matters as it is assumed that all such amounts due DuPont were settled on December 31st of each year.

Combined income before income taxes for U.S. and international operations was:

	Year ended December 31,		
	2014	2013	2012
U.S. (including exports)	$244	$224	$ 898
International	306	352	587
Total pre-tax income	$550	$576	$1,485

Income before taxes, as shown above, is based on the location of the entity to which such earnings are attributable.

The components of the provision for income taxes were:

	Year ended December 31,		
	2014	2013	2012
Current tax expense:			
U.S. federal	$ 85	$ 67	$256
U.S. state and local	13	11	44
International	73	88	112
Total current tax expense	171	166	412
Deferred tax (benefit) expense:			
U.S. federal	(20)	(4)	15
U.S. state and local	(3)	(2)	2
International	1	(8)	(2)
Total deferred tax (benefit) expense	(22)	(14)	15
Total provision for income taxes	$149	$152	$427

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An analysis of Chemours' effective income tax rate follows:

	Year ended December 31,		
	2014	2013	2012
Statutory U.S. federal income tax rate	35.0%	35.0%	35.0%
State income taxes, net of federal benefit	1.0	1.0	2.0
Lower effective tax rate on international operations — net	(9.6)	(10.2)	(6.6)
Valuation allowance	2.0	1.2	0.4
Exchange (gains) losses	2.7	2.3	0.2
Section 199 deduction	(0.7)	(0.8)	(1.6)
Other, net	(3.3)	(2.1)	(0.6)
Total effective tax rate	27.1%	26.4%	28.8%

Exchange (gains) losses principally reflect the impact of non-taxable gains and losses resulting from remeasurement of foreign currency — denominated monetary assets and liabilities. The lower effective tax rate on international operations is primarily driven by the Titanium Technologies segment. Titanium Technologies has five manufacturing facilities with three in the U.S., one in Taiwan and one in Mexico. The lower benefit related to international operations in 2012 vs. 2013 and 2014 was primarily driven by lower capacity utilization in Taiwan resulting in a larger percentage of income attributable to the U.S. The valuation allowance was increased by $10, $7 and $7 in 2014, 2013 and 2012, respectively, relating to assets for which Chemours determined it was more likely than not the assets would not be realized. In addition, Chemours is entitled to a domestic manufacturing deduction relating to income from certain qualifying domestic production activities pursuant to section 199 of the Internal Revenue Code, as well as a one-time tax benefit recognized in 2014 relating to a tax accounting method change. Consistent with the discussion in Note 2, the effective tax rate stated herein may not be indicative of the future effective tax rate of Chemours as a result of the separation from DuPont.

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The significant components of deferred tax assets and liabilities are as follows:

	December 31, 2014	December 31, 2013
Deferred tax assets — current:		
Accounts receivable and other assets	$ 4	$ 5
Other accrued liabilities	46	64
Total deferred tax assets — current	$ 50	$ 69
Deferred tax assets — noncurrent:		
Other accrued liabilities	138	134
Tax loss carryforwards	36	26
Total deferred tax assets — noncurrent	$ 174	$ 160
Valuation allowance	(36)	(26)
Total deferred tax assets, net	$ 188	$ 203
Deferred tax liabilities — current:		
Accrued expenses and other liabilities	(5)	(4)
Inventories and other current assets	(33)	(29)
Total deferred tax liabilities — current	$ (38)	$ (33)
Deferred tax liabilities — noncurrent:		
Goodwill and other intangibles	(2)	(2)
Accrued expenses and other liabilities	(28)	(53)
Property, plant and equipment[1]	(533)	(547)
Total deferred tax liabilities — noncurrent	$(563)	$(602)
Total deferred tax liabilities	$(601)	$(635)
Net deferred tax liability	$(413)	$(432)

1 Chemours property, plant and equipment deferred tax liabilities at December 31, 2013 have been revised to correct an error identified during the preparation of the 2014 financial statements. The revision resulted in an increase in deferred tax liabilities of $62 with a corresponding reduction in the DuPont Company Net Investment at December 31, 2013. The error was not considered material to Chemours previously reported financial statements.

Under the tax laws of various jurisdictions in which Chemours operates, deductions or credits that cannot be fully utilized for tax purposes during the current year may be carried forward or back, subject to statutory limitations, to reduce taxable income or taxes payable in future or prior years. At December 31, 2014, the tax effect of carryforwards was $0, after taking into consideration the valuation allowance. If certain substantial changes in the entity's ownership occur, there may be a limitation on the amount of the carryforwards that can be utilized.

As described above in Note 2, the Combined Financial Statements, the operations comprising Chemours are in various legal entities which have no direct ownership relationship. Consequently, no provision has been made for income taxes on unremitted earnings of subsidiaries and affiliates.

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Upon audit, taxing authorities may challenge all or part of an uncertain income tax position. While Chemours has no history of tax audits on a stand-alone basis, DuPont is routinely audited by U.S. federal, state and local, and non-U.S. taxing authorities. Accordingly, DuPont (and Chemours) regularly assesses the outcome of potential examinations in each of the taxing jurisdictions when determining the adequacy of the amount of unrecognized tax benefit recorded. The reserves are adjusted, from time to time, based upon changing facts and circumstances, such as the progress of a tax audit. It is reasonably possible that changes to Chemours' global unrecognized tax benefits could be significant, however, due to the uncertainty regarding the timing of completion of audits and possible outcomes, a current estimate of the range of increases or decreases that may occur within the next 12 months cannot be made. If recognized, $39 of liabilities for unrecognized tax benefits would affect the effective tax rate.

DuPont, and / or its subsidiaries, files income tax returns in the U.S. federal jurisdiction, and various states and non-U.S. jurisdictions. With few exceptions, Chemours is no longer subject to U.S. federal, state and local, or non-U.S. income tax examinations by tax authorities for years before 2004. Chemours' most significant tax jurisdiction is the U.S. federal tax jurisdiction. The Internal Revenue Service is currently examining DuPont's consolidated U.S. tax returns for 2004 through 2011. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the combined financial position, liquidity or results of operations of the business. See the reconciliation of the total amounts of unrecognized tax benefits below excluding interest and penalties:

	Year ended December 31,		
	2014	2013	2012
Total unrecognized tax benefits as of January 1	$ 26	$ 24	$ 23
Gross amounts of decreases in unrecognized tax benefits as a result of adjustments to tax provisions taken during the prior period	(1)	(1)	(1)
Gross amounts of increases in unrecognized tax benefits as a result of tax positions taken during the current period	15	5	4
Reduction to unrecognized tax benefits as a result of a lapse of the applicable statute of limitations	(1)	(2)	(2)
Total unrecognized tax benefits as of December 31	$ 39	$ 26	$ 24

Interest and penalties have been accrued related to unrecognized tax benefits. The liabilities for interest and penalties related to unrecognized tax benefits were $8, $6 and $4 as of December 31, 2014, 2013 and 2012, respectively. Expense for interest and penalties was $2, $2 and $1 for the years ended December 31, 2014, 2013 and 2012, respectively.

The following reflects a rollforward of the deferred tax asset valuation allowance for the years ended December 31, 2014, 2013 and 2012:

	Year ended December 31,		
	2014	2013	2012
Balance at beginning of period	$ 26	$ 19	$ 12
Net charges to income tax expense	10	7	7
Balance at end of period	$ 36	$ 26	$ 19

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Note 9: Accounts and Notes Receivable–Trade, Net

	December 31,	
	2014	**2013**
Accounts receivable, net[1]	$746	$762
VAT, GST, and other taxes[2]	62	53
Advances and deposits	15	12
Leases receivable — current	12	12
Notes receivable — trade[3]	11	2
	$846	$841

1 Accounts receivable, are net of allowances of $4 and $7 as of December 31, 2014, and 2013, respectively. Allowances are equal to the estimated uncollectible amounts.
2 VAT receivables are generally recorded at the legal entity level and allocated to Chemours within shared legal entities.
3 Notes receivable as of December 31, 2014 includes loan receivables with terms of one year or less primarily concentrated in China. As of December 31, 2014, there were no past due notes receivable, nor were there any impairments related to current loan agreements.

Accounts and notes receivable are carried at amounts that approximate fair value. Chemours performs credit evaluations of its customers' financial condition and limits the amount of credit extended when deemed necessary. Generally, no collateral from customers is required. Bad debt expense was $1, $2 and $0 for the years ended December 31, 2014, 2013 and 2012, respectively. Chemours primarily estimates reserves for losses on receivables by specific identification based on an assessment of the customers' ability to make required payments.

DirectFinancing Leases

At two of its facilities in the U.S. (Borderland and Morses Mill), Chemours has constructed fixed assets on land that it leases from third parties. Management has analyzed these arrangements and determined these assets represent a direct financing lease, whereby Chemours is the lessor of this equipment. Chemours has recorded leases receivable of $149 and $160 at December 31, 2014 and 2013, respectively, which represent the balance of the minimum future lease payments receivable.

The current portion of leases receivable is included in accounts and notes receivable, as shown above. The long term portion of leases receivable is included in other assets, as shown in Note 13. Management has evaluated the realizable value of these leased assets and determined no impairment existed at December 31, 2014 or 2013. There is no estimated future residual value of these leased assets. Future minimum lease receipts are $12 for each of the years ended December 31, 2015, 2016, 2017, 2018 and 2019, and $77 for the years thereafter.

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Note 10: Inventories

	December 31, 2014	December 31, 2013
Finished products	$ 611	$ 583
Semi-finished products	173	194
Raw materials and supplies	521	568
	1,305	1,345
Adjustment of inventories to a LIFO basis	(253)	(290)
	$1,052	$1,055

Inventory values, before LIFO adjustment, are generally determined by the average cost method, which approximates current cost. Inventories are valued under the LIFO method at substantially all of the U.S. locations which comprised $684 and $717 or 52% and 53% of inventories before the LIFO adjustments at December 31, 2014 and 2013, respectively. The remainder of inventory held in international locations and certain U.S. locations is valued under the average cost method.

Note 11: Property, Plant and Equipment

Chemours' property, plant and equipment consisted of:

	December 31, 2014	December 31, 2013
Equipment	$ 7,500	$ 7,365
Buildings	778	765
Construction in progress	852	532
Land	116	128
Mineral rights	36	31
Total	9,282	8,821
Accumulated depreciation	(5,974)	(5,849)
Net property, plant and equipment	$ 3,308	$ 2,972

Depreciation expense amounted to $254, $255 and $260 for the years ended December 31, 2014, 2013, and 2012, respectively. Property, plant and equipment include gross assets acquired under capital leases of $6 and $4 at December 31, 2014 and 2013, respectively.

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Note 12: Goodwill and Other Intangible Assets

(a) Goodwill

The following table summarizes changes in the carrying amount of goodwill by reportable segment for the years ended December 31, 2014 and 2013.

	Balance as of December 31, 2013	Goodwill adjustments	Balance as of December 31, 2014
Titanium Technologies	$ 13	$ —	$ 13
Fluoroproducts	85	—	85
Chemical Solutions	100	—	100
Goodwill, net	$ 198	$ —	$ 198

Chemours has three reportable segments, Titanium Technologies, Fluoroproducts and Chemical Solutions (see further discussion of reportable segments in Note 20). These reportable segments comprise four operating segments, Titanium Technologies, Fluorochemicals, Fluoropolymer Solutions and Chemical Solutions. Fluorochemicals and Fluoropolymer Solutions are aggregated into the Fluoroproducts reportable segment. Chemours defines its reporting units as its four operating segments, and has assigned its goodwill balance to these reporting units based primarily on specific identification of goodwill acquired by the reporting unit. In 2014 and 2013, Chemours performed impairment tests for goodwill and determined that no goodwill impairment existed and the fair value of each reporting unit substantially exceeded its carrying value.

(b) Other Intangible Assets

The following table summarizes the gross carrying amounts and accumulated amortization of other intangible assets by major class:

	December 31, 2014		
	Gross	Accumulated Amortization	Net
Customer agreements	$ 19	$ (16)	$ 3
Patents	20	(16)	4
Purchased trademarks	18	(14)	4
Purchased and licensed technology	17	(17)	—
Total other intangible assets	$ 74	$ (63)	$ 11

	December 31, 2013		
	Gross	Accumulated Amortization	Net
Customer agreements	$ 23	$ (17)	$ 6
Patents	22	(17)	5
Purchased trademarks	20	(15)	5
Purchased and licensed technology	17	(16)	1
Total other intangible assets	$ 82	$ (65)	$17

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The aggregate pre-tax amortization expense for definite-lived intangible assets was $3, $6 and $6 during the years ended December 31, 2014, 2013 and 2012, respectively. The estimated aggregate pre-tax amortization expense for 2015, 2016, 2017, 2018 and 2019 is $3, $2, $1, $1 and $1 respectively. There are no indefinite-lived intangible assets.

Note 13: Other Assets

	December 31,	
	2014	2013
Leases receivable — non-current[1]	$137	$148
Capitalized repair and maintenance costs	185	134
Advances and deposits	17	11
Deferred income taxes — non-current	9	9
Miscellaneous[2]	27	29
	$375	$331

1 Leases receivable includes direct financing type leases of property at two locations (see Note 9).
2 Miscellaneous includes prepaid expenses for royalty fees, vendor supply agreements, and taxes other than income taxes. Also included in miscellaneous other assets are cost method investments and capitalized expenses for the preparation of the future landfill cells at Titanium Technologies' New Johnsonville plant site.

Note 14: Accounts Payable

	December 31,	
	2014	2013
Trade payables	$1,004	$1,026
VAT and other taxes[1]	42	31
	$1,046	$1,057

1 VAT payables are generally recorded at the legal entity level and allocated to Chemours within shared legal entities.

Note 15: Other Accrued Liabilities

	December 31,	
	2014	2013
Compensation and other employee-related costs	$109	$132
Accrued litigation[1]	7	86
Customer rebates	59	62
Environmental remediation[2]	69	47
Property taxes	25	27
Contract services	10	18
Deferred revenue	28	14
Miscellaneous[3]	45	19
	$352	$405

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1 Accrued litigation at December 31, 2013 included a $72 charge relating to the Titanium Dioxide antitrust litigation, settlement of which was paid in January 2014.
2 See further discussion of environmental remediation in Note 17.
3 Miscellaneous primarily includes cylinder deposits, accrued utilities, and restructuring accruals.

Note 16: Other Liabilities

	December 31,	
	2014	2013
Environmental remediation	$226	$227
Employee-related benefits	100	104
Accrued litigation	52	49
Asset retirement obligations	43	40
Deferred revenue	13	11
Contract termination fee	9	9
Miscellaneous	21	16
	$464	$456

See Note 17 for discussion of environmental remediation, asset retirement obligations and accrued litigation.

Note 17: Commitments and Contingent Liabilities

(a) Guarantees

Obligations for Equity Affiliates & Others

Chemours, through DuPont, has directly guaranteed various debt obligations under agreements with third parties related to equity affiliates, customers, suppliers and other affiliated companies. At December 31, 2014 and 2013, Chemours had directly guaranteed $41 and $46 of such obligations, respectively. This amount represents the maximum potential amount of future (undiscounted) payments that Chemours could be required to make under the guarantees. Chemours would be required to perform on these guarantees in the event of default by the guaranteed party. No amounts were accrued at December 31, 2014 and 2013.

Chemours assesses the payment/performance risk by assigning default rates based on the duration of the guarantees. These default rates are assigned based on the external credit rating of the counterparty or through internal credit analysis and historical default history for counterparties that do not have published credit ratings. For counterparties without an external rating or available credit history, a cumulative average default rate is used.

Operating Leases

Chemours uses various leased facilities and equipment in its operations. The terms for these leased assets vary depending on the lease agreement. Future minimum lease payments (including residual value guarantee amounts) under noncancelable operating leases are, $68, $55, $41, $36 and $26 for the years ended December 31, 2015, 2016, 2017, 2018 and 2019, respectively, and $52 for the years thereafter. Net rental expense under operating leases was $75, $62 and $53 during the years ended December 31, 2014, 2013 and 2012, respectively.

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(b) Asset Retirement Obligations

Chemours has recorded asset retirement obligations primarily associated with closure, reclamation and removal costs for mining operations related to the production of titanium dioxide in the Titanium Technologies segment. Chemours' asset retirement obligation liabilities were $43 and $42 at December 31, 2014 and 2013, respectively. A summary of the changes in asset retirement obligations during 2014 and 2013 is as follows:

	Year ended December 31,	
	2014	2013
Beginning balance	$ 42	$ 43
Accretion expense	2	3
Additional liabilities incurred	1	—
Changes in estimated cash flows	—	—
Settlements/payments	(2)	(4)
Ending balance	$ 43	$ 42
Current portion	$ —	$ 2
Noncurrent portion	$ 43	$ 40

(c) Litigation

In addition to the matters discussed below, Chemours, by virtue of its status as a subsidiary of DuPont prior to the distribution, is subject to various pending legal proceedings arising out of the normal course of the Chemours business including product liability, intellectual property, commercial, environmental and antitrust lawsuits. It is not possible to predict the outcome of these various proceedings. While management believes it is reasonably possible that Chemours could incur losses in excess of the amounts accrued, if any, for the aforementioned proceedings, it does not believe any such loss would have a material impact on Chemours' combined financial position, results of operations or liquidity. With respect to litigation matters discussed below, management's estimate of the probability of loss in excess of the amounts accrued, if any, is addressed individually for each matter.

Asbestos

At December 31, 2014, there were about 2,500 lawsuits pending against DuPont alleging personal injury from exposure to asbestos. These cases are pending in state and federal court in numerous jurisdictions in the United States and are individually set for trial. Most of the actions were brought by contractors who worked at sites at some point between 1950 and the 1990s. A small number of cases involve similar allegations by DuPont employees. A limited number of the cases were brought by household members of contractors and DuPont employees. Finally, certain lawsuits allege personal injury as a result of exposure to DuPont products. At December 31, 2014 and 2013, Chemours had an accrual of $38 and $40, respectively, related to this matter. Management believes it is remote that Chemours would incur losses in excess of the amounts accrued in connection with this matter.

Cogeneration Lawsuit

Chemours' Chambers Works facility in New Jersey has an agreement to purchase electricity from the Chambers Cogeneration Limited Partnership, (CCLP). The contract requires periodic price adjustment by a formula that

uses the value from a specific line item on a Federal Energy Regulatory Commission reporting form as a proxy for market price. CCLP filed a lawsuit against DuPont in 2008 claiming about $30 for recalculated past charges, adjustment to future billing and attorneys' fees. In 2011, the court granted CCLP's motion for summary judgment on the issue of liability. In the second quarter 2012, the court assessed total damages of $26. At June 30, 2012, Chemours had recorded net charges of $17, reflecting total charges of $26 and a payment of $9 to CCLP within the second quarter 2012.

In the fourth quarter of 2012, the parties agreed to settle the matter for $15 exclusive of the $9 paid in 2012 thereby recognizing a gain of $2. In the first quarter 2013, DuPont paid on behalf of Chemours $10 to CCLP completing the settlement payment.

PFOA

Chemours used PFOA (collectively, perfluorooctanoic acids and its salts, including the ammonium salt), as a processing aid to manufacture some fluoropolymer resins at various sites around the world including its Washington Works plant in West Virginia. Chemours had accruals of $14 and $15 related to the PFOA matters discussed below at December 31, 2014 and 2013 respectively.

The accrual includes charges related to DuPont's obligations under agreements with the U. S. Environmental Protection Agency and voluntary commitments to the New Jersey Department of Environmental Protection. These obligations and voluntary commitments include surveying, sampling and testing drinking water in and around certain company sites and offering treatment or an alternative supply of drinking water if tests indicate the presence of PFOA in drinking water at or greater than the national Provisional Health Advisory.

Drinking Water Actions

In August 2001, a class action, captioned Leach v. DuPont, was filed in West Virginia state court alleging that residents living near the Washington Works facility had suffered, or may suffer, deleterious health effects from exposure to PFOA in drinking water.

DuPont and attorneys for the class reached a settlement in 2004 that binds about 80,000 residents. In 2005, DuPont paid the plaintiffs' attorneys' fees and expenses of $23 and made a payment of $70, which class counsel designated to fund a community health project. Chemours, through DuPont, funded a series of health studies which were completed in October 2012 by an independent science panel of experts (the C8 Science Panel). The studies were conducted in communities exposed to PFOA to evaluate available scientific evidence on whether any probable link exists, as defined in the settlement agreement, between exposure to PFOA and human disease.

The C8 Science Panel found probable links, as defined in the settlement agreement, between exposure to PFOA and pregnancy-induced hypertension, including preeclampsia; kidney cancer; testicular cancer; thyroid disease; ulcerative colitis; and diagnosed high cholesterol.

In May 2013, a panel of three independent medical doctors released its initial recommendations for screening and diagnostic testing of eligible class members. In September 2014, the medical panel recommended follow-up screening and diagnostic testing three years after initial testing, based on individual results. The medical panel has not communicated its anticipated schedule for completion of its protocol. Through DuPont, Chemours is obligated to fund up to $235 for a medical monitoring program for eligible class members and, in addition, administrative cost associated with the program, including class counsel fees. In January 2012, Chemours,

through DuPont, put $1 in an escrow account to fund medical monitoring as required by the settlement agreement. The court appointed Director of Medical Monitoring has established the program to implement the medical panel's recommendations and the registration process, as well as eligibility screening, is ongoing. Diagnostic screening and testing has begun and associated payments to service providers are being disbursed from the escrow account.

In addition, under the settlement agreement, DuPont must continue to provide water treatment designed to reduce the level of PFOA in water to six area water districts, including the Little Hocking Water Association (LHWA), and private well users.

Class members may pursue personal injury claims against DuPont only for those human diseases for which the C8 Science Panel determined a probable link exists. At December 31, 2014, there were approximately 2,900 lawsuits filed in various federal and state courts in Ohio and West Virginia, an increase of about 2,800 over year end 2013. In accordance with a stipulation reached in the third quarter 2014 and other court procedures, these lawsuits have been or will be served and consolidated in multi-district litigation in Ohio federal court (MDL). Based on information currently available to the company the majority of the lawsuits allege personal injury claims associated with high cholesterol and thyroid disease from exposure to PFOA in drinking water. At December 31, 2014, there were 27 lawsuits alleging wrongful death. In 2014, six plaintiffs from the MDL were selected for individual trial. The first trial is scheduled to begin in September 2015, and the second in November 2015. Chemours, through DuPont, denies the allegations in these lawsuits and is defending itself vigorously.

Additional Actions

An Ohio action brought by the LHWA is ongoing. In addition to general claims of PFOA contamination of drinking water, the action claims "imminent and substantial endangerment to health and or the environment" under the Resource Conservation and Recovery Act (RCRA). In the second quarter 2014, DuPont filed a motion for summary judgment and LHWA moved for partial summary judgment. In the first quarter of 2015, the court granted in part and denied in part both parties' motions. As a result, the litigation process will continue with respect to certain of the plaintiff's claims.

While it is probable that Chemours will incur costs related to the medical monitoring program discussed above, such costs cannot be reasonably estimated due to uncertainties surrounding the level of participation by eligible class members and the scope of testing. Chemours believes that it is reasonably possible that it could incur losses that could be material in the period recognized with respect to the other PFOA matters discussed above. However, a range of such losses, if any, cannot be reasonably estimated at this time due to the uniqueness of the individual MDL plaintiff's claims and Chemours' defenses to those claims both as to potential liability and damages on an individual claim basis, among other factors. Although considerable uncertainty exists, management does not currently believe that the ultimate disposition of these matters would have a material adverse effect on Chemours combined results of operations, financial position or liquidity.

Titanium Dioxide Antitrust Litigation

In February 2010, two suits were filed in Maryland federal district court alleging conspiracy among DuPont, of which Chemours, prior to the distribution, is a subsidiary, Huntsman International LLC (Huntsman), Kronos Worldwide Inc. (Kronos), Millennium Inorganics Chemicals Inc. (Millennium) and others to fix prices of titanium dioxide sold in the U.S. between March 2002 and the present. The cases were subsequently consolidated and in August 2012, the court certified a class consisting of U.S. customers that have directly purchased titanium dioxide since February 1, 2003.

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During the third quarter 2013, DuPont and plaintiffs agreed to settle this matter, subject to court approval. In connection therewith, Chemours recorded charges of $72, within cost of goods sold, for the year ended December 31, 2013. The settlement explicitly acknowledges that DuPont denies all allegations and does not admit liability. The court entered the order granting final approval to the settlement on December 13, 2013. The settlement was paid in January 2014.

In November 2013, Valspar, which opted out of the class action settlement described above, filed suit in federal court in Minnesota against DuPont, Huntsman, Kronos and Millennium making substantially similar claims to those made in the class action. The lawsuit was moved to Delaware federal court on DuPont's motion.

In March 2013, a purported class action was filed against DuPont, Huntsman, Kronos and Millennium in the U.S. District Court for the Northern District of California on behalf of "indirect purchasers" from more than 30 states that purchased products containing titanium dioxide. The settlement discussed above cannot be used to establish liability in the indirect purchaser case. In September 2014, the Court dismissed most of the claims in the original complaint. The plaintiffs have filed an Amended Complaint, limiting the purported class to indirect purchasers of architectural coating products containing titanium dioxide from 21 states. DuPont denies all allegations and will again seek dismissal of the Amended Complaint.

Chemours, through DuPont, denies these allegations and is defending itself vigorously against the Valspar and indirect purchaser claims. While management believes a loss related to either matter is reasonably possible, any such loss would be immaterial.

(d) Environmental

DuPont, of which Chemours, prior to the distribution, is a subsidiary, is also subject to contingencies pursuant to environmental laws and regulations that in the future may require further action to correct the effects on the environment of prior disposal practices or releases of chemical substances by Chemours or other parties. Chemours accrues for environmental remediation activities consistent with the policy set forth in Note 3. Much of this liability results from the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, often referred to as Superfund), RCRA and similar state and global laws. These laws require DuPont, of which Chemours, prior to the distribution, is a subsidiary, to undertake certain investigative, remediation and restoration activities at sites where Chemours conducts or once conducted operations or at sites where Chemours-generated waste was disposed. The accrual also includes estimated costs related to a number of sites identified for which it is probable that environmental remediation will be required, but which are not currently the subject of enforcement activities.

Remediation activities vary substantially in duration and cost from site to site. These activities, and their associated costs, depend on the mix of unique site characteristics, evolving remediation technologies, diverse regulatory agencies and enforcement policies, as well as the presence or absence of potentially responsible parties. At December 31, 2014, the Combined Balance Sheets included a liability of $295, relating to these matters and, in management's opinion, is appropriate based on existing facts and circumstances. The average time frame, over which the accrued or presently unrecognized amounts may be paid, based on past history, is estimated to be 15 to 20 years. Therefore, considerable uncertainty exists with respect to environmental remediation costs and, under adverse changes in circumstances, the potential liability may range up to approximately $650 above the amount accrued at December 31, 2014. Except for Pompton Lakes, which is discussed further below, based on existing facts and circumstances, management does not believe that any loss, in excess of amounts accrued, related to remediation activities at any individual site will have a material impact on the financial position, liquidity or results of operations of Chemours.

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Pompton Lakes

The environmental remediation accrual at December 31, 2014 includes $86 related to activities at Chemours' site in Pompton Lakes, New Jersey. Management believes that is reasonably possible that potential liability for remediation activities at this site could range up to $116 including previously accrued amounts. This could have a material impact on the liquidity of Chemours in the period recognized. However, management does not believe that this would have a material adverse effect on Chemours' combined financial position, liquidity and results of operations. During the twentieth century, DuPont manufactured blasting caps, fuses and related materials at Pompton Lakes. Operating activities at the site were ceased in the mid 1990's. Primary contaminants in the soil and sediments are lead and mercury. Ground water contaminants include volatile organic compounds.

Under the authority of the EPA and the New Jersey Department of Environmental Protection, remedial actions at the site are focused on investigating and cleaning up the area. Ground water monitoring at the site is ongoing and Chemours, through DuPont, has installed and continues to install vapor mitigation systems at residences within the ground water plume. In addition, Chemours, through DuPont, is further assessing ground water plume/vapor intrusion delineation. In November 2014, the EPA announced a proposed remediation plan that would require Chemours to dredge mercury contamination from a 36 acre area of the lake and remove sediment from 2 other areas of the lake near the shoreline. The plan is subject to notice and comment. Chemours expects to spend approximately $60 over the next three years, which is included in the remediation accrual at December 31, 2014, in connection with remediation activities at Pompton Lakes, including activities related to the EPA's proposed plan.

Note 18: Long-Term Employee Benefits

DuPont offers various long-term benefits to its employees. Where permitted by applicable law, DuPont reserves the right to change, modify or discontinue the Plans.

DuPont offers plans that are shared amongst its businesses, including Chemours. In these cases, the participation of employees in these plans is reflected in these financial statements as though Chemours participates in a multiemployer plan with DuPont. A proportionate share of the cost is reflected in these Combined Financial Statements. Assets and liabilities of such plans are retained by DuPont. Further information on the DuPont plan is discussed in DuPont's Annual Report on Form 10-K for the year ended December 31, 2014 (DuPont's Annual Report).

(a) Defined Benefit Pensions

DuPont Pension and Retirement Plan

DuPont has both funded and unfunded noncontributory defined benefit pension plans covering a majority of the U.S. employees, hired before January 1, 2007. The benefits under these plans are based primarily on years of service and employees' pay near retirement. DuPont's funding policy is consistent with the funding requirements of federal laws and regulations.

Non-U.S. Pension Plans

Pension coverage for employees of DuPont's non-U.S. subsidiaries, is provided, to the extent deemed appropriate, through separate plans. Obligations under such plans are funded by depositing funds with trustees, covered by insurance contracts, or remain unfunded.

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(b) Other Long-Term Employee Benefits

DuPont provides medical, dental and life insurance benefits to pensioners and survivors, and disability and life insurance protection to employees. The associated plans for retiree benefits are unfunded and the cost of approved claims are paid from DuPont funds. Essentially all of the cost for these retiree benefit plans is attributable to DuPont's U.S. plans. The retiree medical plan is contributory with pensioners and survivors' contributions adjusted annually to achieve a 50/50 target sharing of cost increases between DuPont and pensioners and survivors. In addition, limits are applied to DuPont's portion of the retiree medical cost coverage. U.S. employees hired on or after January 1, 2007 are not eligible to participate in the post-retirement medical, dental and life insurance plans. DuPont also provides disability benefits to employees. Employee disability benefit plans are insured in many countries. However, in the U.S., such plans are generally self-insured. Expenses for self-insured plans are reflected in the Combined Financial Statements.

(c) Defined Contribution Plan

DuPont sponsors several defined contribution plans, which cover substantially all U.S. employees. The most significant is DuPont's U.S. Retirement Savings Plan (the Plan), which reflects the 2009 merger of DuPont's Retirement Savings Plan and DuPont's Savings and Investment Plan. This Plan includes a non-leveraged Employee Stock Ownership Plan (ESOP). Employees are not required to participate in the ESOP and those who do are free to diversify out of the ESOP. The purpose of the Plan is to provide retirement savings benefits for employees and to provide employees an opportunity to become stockholders of DuPont. The Plan is a tax qualified contributory profit sharing plan, with cash or deferred arrangement, and any eligible employee of DuPont may participate. DuPont contributes 100 percent of the first 6 percent of the employee's contribution election and also contributes 3 percent of each eligible employee's eligible compensation regardless of the employee's contribution.

Participation in the Plans

Chemours participates in DuPont's U.S. and non-U.S. plans as though they are participants in a multiemployer plan with the other businesses of DuPont. More information on the financial status of DuPont's significant plans can be found in DuPont's Annual Report. The following table presents information for DuPont's significant plans in which Chemours participates.

Plan name	EIN / Pension number	2014	2013	2012
DuPont Pension and Retirement Plan (U.S.)	51-0014090 / 001	$ 51	$126	$118
All Other U.S. and non-U.S. Plans		17	38	51

For purposes of these financial statements, the figures in this table represent the allocation of cost to Chemours, which was allocated based on active employee headcount. These figures do not represent cash payments to DuPont, or DuPont's plans.

Cash Flow

Defined Benefit Plan

No contributions were made to the principal U.S. pension plan trust fund in 2014 or 2013. In 2012, DuPont made a contribution to the principal U.S. pension plan of which Chemours' portion was approximately $110. In 2015, DuPont's contributions on behalf of Chemours to its principal U.S. pension plan are expected to be less than $12.

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DuPont contributed on behalf of Chemours $35, $34 and $34 to its pension plans other than the principal U.S. pension plan in 2014, 2013 and 2012, respectively. DuPont contributed on behalf of Chemours $66, $58 and $66 to its other long-term employee benefit plans, respectively, in 2014, 2013 and 2012. DuPont expects to contribute on behalf of Chemours approximately the same amount as contributed in 2014 to its pension plans other than the principal U.S. pension plan and its other long-term employee benefit plans, respectively, in 2015.

Defined Contribution Plan

DuPont's contributions to the Plan on behalf of Chemours were allocated in the amounts of $52, $50 and $49 for the years ended December 31, 2014, 2013 and 2012, respectively. The Plan's matching contributions vest immediately upon contribution. The three percent non-matching contribution vests for employees with at least three years of service. In addition, DuPont expects to contribute on behalf of Chemours about $53 to its defined contribution plans for the year ended December 31, 2015.

The contribution made by DuPont on behalf of Chemours is an allocation of the total contribution based on the headcount of the participants in the plan which are part of the Chemours business.

Note 19: Geographic Information

	December 31, 2014		December 31, 2013		December 31, 2012	
	Net Sales[1]	Net Property, Plant and Equipment[2]	Net Sales[1]	Net Property, Plant and Equipment[2]	Net Sales[1]	Net Property, Plant and Equipment[2]
North America[3]	$ 2,759	$ 2,273	$ 3,138	$ 2,183	$ 3,284	$ 2,193
Asia Pacific	1,548	140	1,519	138	1,654	139
EMEA[4]	1,190	372	1,237	321	1,318	251
Latin America[5]	935	523	965	330	1,109	210
Total	$ 6,432	$ 3,308	$ 6,859	$ 2,972	$ 7,365	$ 2,793

1 Net sales are attributed to countries based on the location of customer.
2 Includes property, plant and equipment less accumulated depreciation.
3 Includes net sales and net property in Canada of $147 and $14 in 2014, $145 and $13 in 2013, and $137 and $10 in 2012.
4 Europe, Middle East and Africa.
5 Latin America includes Mexico.

Note 20: Segment Information

Chemours' operations are classified into three reportable segments based on similar economic characteristics, the nature of products and production processes, end-use markets, channels of distribution and regulatory environment. Chemours' reportable segments are Titanium Technologies, Fluoroproducts and Chemical Solutions. Corporate costs and certain legal and environmental expenses that are not aligned with the reportable segments are reflected in Corporate and Other.

Major products by segment include: Titanium Technologies (titanium dioxide); Fluoroproducts (fluorochemicals and fluoropolymers); and Chemical Solutions (cyanides, sulfur products and performance chemicals and

intermediates). Chemours operates globally in substantially all of its product lines. Segment sales include transfers to another reportable segment. As Chemours' management continues to prepare for the separation from DuPont, the Chief Operating Decision Maker (CODM) reporting package has been updated to include segment adjusted earnings before interest, taxes, depreciation and amortization (adjusted EBITDA). Adjusted EBITDA is the primary measure of segment profitability used by the CODM. Adjusted EBITDA is defined as income (loss) before income taxes, depreciation and amortization excluding non-operating pension and other post-retirement employee benefit costs and exchange gains (losses). Adjusted EBITDA includes service cost component of net periodic benefit cost. All other components of net periodic benefit cost are considered non-operating and are excluded from adjusted EBITDA. Segment net assets include net working capital, net property, plant and equipment and other non-current operating assets and liabilities of the segment. This is the measure of segment assets reviewed by the CODM.

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Non-operating pension and other post-retirement employee benefit costs include interest cost, expected return on plan assets, amortization of loss (gain), and amortization of prior service cost (benefit). These costs for both the pension benefits and other post-retirement benefits are excluded from segment adjusted EBITDA.

	Titanium Technologies	Fluoroproducts	Chemical Solutions	Corporate and Other	Total
December 31, 2014					
Sales	$ 2,944	$ 2,327	$ 1,168	$ —	$6,439
Less: transfers	7	—	—	—	7
Net sales	2,937	2,327	1,168	—	6,432
Adjusted EBITDA	759	330	29	(223)	895
Depreciation and amortization	125	83	48	1	257
Equity in earnings from affiliates	—	20	—	—	20
Segment net assets	1,748	1,480	782	(337)	3,673
Affiliate net assets	—	124	—	—	124
Purchases of plant, property and equipment[1]	376	133	106	—	615
December 31, 2013					
Sales	$ 3,026	$ 2,379	$ 1,462	$ —	$6,867
Less: transfers	7	—	1	—	8
Net sales	3,019	2,379	1,461	—	6,859
Adjusted EBITDA	722	377	96	(213)	982
Depreciation and amortization	117	90	53	1	261
Equity in earnings from affiliates	—	22	—	—	22
Segment net assets	1,390	1,387	734	(294)	3,217
Affiliate net assets	—	123	—	—	123
Purchases of plant, property and equipment	290	96	52	—	438
December 31, 2012					
Sales	$ 3,295	$ 2,559	$ 1,515	$ —	$7,369
Less: transfers	4	—	—	—	4
Net sales	3,291	2,559	1,515	—	7,365
Adjusted EBITDA	1,454	539	116	(226)	1,883
Depreciation and amortization	115	95	55	1	266
Equity in earnings from affiliates	—	25	—		25
Segment net assets	1,333	1,359	751	(276)	3,167
Affiliate net assets	—	130	—	—	130
Purchases of plant, property and equipment	270	105	57	—	432

1 Purchases of property, plant and equipment includes $11 in accounts payable, which is excluded from the Combined Statements of Cash Flows.

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Total segment adjusted EBITDA reconciles to total combined income before income taxes on the Combined Statements of Income as follows:

	Year ended December 31,		
	2014	2013	2012
Total segment adjusted EBITDA	$ 895	$ 982	$ 1,883
Depreciation and amortization	(257)	(261)	(266)
Non-operating pension and other postretirement employee benefit costs	(22)	(114)	(127)
Exchange losses	(66)	(31)	(5)
Income before income taxes	$ 550	$ 576	$ 1,485

Net sales by product group were as follows:

	Year ended December 31,		
	2014	2013	2012
Titanium dioxide	$2,937	$3,019	$3,291
Fluoropolymers	1,326	1,324	1,428
Fluorochemicals	1,001	1,055	1,131
Performance chemicals and intermediates	624	913	939
Cyanides	314	320	336
Sulfur products	230	228	240
Net Sales	$6,432	$6,859	$7,365

Note 21: Subsequent Events

In connection with the preparation of the consolidated financial statements and in accordance with GAAP, Chemours evaluated subsequent events after the balance sheet date of December 31, 2014 through the date these financial statements were issued on April 21, 2015.