



Jesse Brown
INVISTA

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August 11, 2021

ATTN: Dra. Vanessa Mascaros
Rhodia Brazil
Av. Maria Coelho Aguiar, 215, Bloco B, 1º andar, CEP: 05804-902,
São Paulo, SP

Dear Dra. Mascaros

Enclosed are two signed originals of the Purchase Agreement between Rhodia Brazil and INVISTA. Please counter-sign both copies, retaining one copy for your records and return the other copy to me at the address in the top right of this letter.

I look forward to growing our business together and the partnership.

Sincerely,

Jesse Brown

Enclosures (2)

A large, stylized handwritten signature in black ink, featuring a large loop on the left and a long, sweeping horizontal line extending to the right.

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is entered into as of January 1, 2022 (the "Effective Date"), between INVISTA, ("INVISTA") and Rhodia Brasil S.A. ("Buyer"). INVISTA and Buyer are each individually referred to as a "Party" and, together, as the "Parties."

1. **Product.** The product ("Product") purchased by Buyer and sold by INVISTA under this Agreement is Adiponitrile ("ADN") conforming to the specifications set forth in Exhibit A (the "Specifications"). Buyer will consume all Product and will not resell, transfer, assign, deliver or otherwise convey Product to any other Person or location.

2. Quantities.

(a) **Minimum Quantity.** Buyer will order from INVISTA a minimum of 8,000 metric tons of Product per Contract Year (the "Minimum Annual Quantity").

(b) **Maximum Quantities.** INVISTA will have no liability for any failure to confirm, sell or deliver to Buyer (i) any quantities of Product exceeding (A) 12,000 metric tons of Product per Contract Year (the "Maximum Annual Quantity"); or (B) the lesser of (x) 1,500 metric tons of Product per month or (y) 120% of the lesser of the Month 2 and Month 3 forecasted quantities for the month (the lesser of clauses (x) and (y), the "Maximum Monthly Quantity"); or (ii) the Minimum Annual Quantity arising from INVISTA's inability to sell or deliver any quantities of Product exceeding the Maximum Monthly Quantity. INVISTA may, however, elect (in its sole discretion and without any obligation) to sell and deliver quantities of Product exceeding either the Maximum Annual Quantity or the Maximum Monthly Quantity at such price and on such terms that are acceptable to INVISTA.

3. **INVISTA Facilities.** INVISTA may source the Product to be sold under this Agreement from any manufacturing facility that INVISTA may designate (each, an "INVISTA Facility").

4. Delivery Terms.

(a) **Delivery Point.** INVISTA will deliver Product CFR (Incoterms® 2010) Santos (the "Delivery Point"). INVISTA and Buyer can choose alternative delivery terms if mutually agreed by both parties.

(b) **Title and Risk of Loss.** Title, together with risk of loss, damage and contamination, to Product will pass from INVISTA to Buyer upon delivery at the Delivery Point, in accordance with Section 4(a).

(c) **Other Delivery Matters.** INVISTA may select any reasonable method of delivery without liability of its selection. The Parties will cooperate to the extent needed to coordinate delivery dates and times. **INVISTA does not guarantee specific delivery dates or times.** Buyer will unload Product and promptly release all transportation equipment. Buyer will be liable for any demurrage and/or expenses from delay. If Buyer fails to unload all Product, any remaining Product will be deemed to have been abandoned and will become the property of INVISTA. Buyer will not receive any consideration for any abandoned Product and Buyer will pay any transportation, handling, and/or storage charges for such Product until it is received and accepted by INVISTA. Buyer will return all returnable containers, equipment, or packaging (the "Containers"), within 120 days of the invoice, freight collect, and will assume all other liability with respect to the Containers. INVISTA may transfer title to the Containers to Buyer, if not returned within 120 days, by invoicing for the established price of the Containers and Buyer will pay such invoice upon receipt.

(d) **Minimum Shipment Size.** The Minimum Shipment size is 1,000 metric tons per shipment. If Buyer requests shipments below 1,000 metric tons and INVISTA agrees, INVISTA reserves the right to adjust the Freight component (F) in Section 6. Price.

(e) **Shipping Instructions.** Buyer and INVISTA will discuss and mutually agree upon any other terms of Shipment not defined elsewhere in this agreement.

5. **Term.** The term of this Agreement commences on the Effective Date and will expire at the end of December 31, 2023 (the "Term").

6. Price.

(a) The price of the Product (the "Price") will be equal to an amount determined in accordance with the following formula (rounded to the nearest 1 decimal point in \$/kg, such as \$X.X/kg)

$$\text{Price} = P (\$/\text{kg}) = 0.56 * BD + 0.48 * NH3 + .033 * NG + Pc + F$$

Where:



BD = Monthly \$/kg USGC Butadiene price from IHS (-1)
NH3 = Monthly average of the weekly \$/kg Caribbean ammonia prices from Fertecon (-2)
NG = Monthly Henry Hub natural gas index as published by NYMEX (-1)
Pc = \$1.1/kg for annual volumes below 8kTa, and \$1.075/kg for volumes above 8kTa
F = \$0.175/kg

- (b) Index Integrity. For any components of the Price that are based upon a published index or published quote, or are revised based upon a change to a published index or published quote, if (i) such index or quote ceases to be published (either temporarily or permanently other than due to a change in the index name or publisher), (ii) either Party believes such published index or quote no longer reflects the market price for the component reported, or (iii) INVISTA believes, in good faith, that such published index or published quote does not accurately reflect changes in INVISTA's actual monthly costs for the component reported (either temporarily or permanently) (each, an "Index Integrity Trigger Event"), then the applicable party may provide written notice to the other party to meet to discuss an alternate means of ascertaining the appropriate means of determining such component of the price that was previously determined by such index or published quote (the "Index Integrity Notice"). The parties shall meet promptly after the date of an Index Integrity Notice (in any event not later than fifteen (15) days after the date of the notice) to discuss and attempt to agree upon an alternative means of determining the relevant component to the Price. Each party shall, promptly following the providing of an Index Integrity Notice, provide to the other party its suggested alternative index or published quote or other means of determining the relevant component to the Price, and the parties shall then meet to negotiate the appropriate means of determining such component. If the parties fail to agree on the appropriate means of determining the relevant component to the price within thirty (30) days of the date of the Index Integrity Notice, then the price for Product will be calculated, effective as of the first of the month following the month in which the Index Integrity Trigger Event occurred, based upon INVISTA's actual monthly costs as determined by INVISTA. If INVISTA provides an Index Integrity Notice based on INVISTA's belief that the published quote did not accurately reflect changes in INVISTA's actual monthly cost or the market price of the component reported and INVISTA subsequently believes that the index has resumed reflecting INVISTA's actual monthly costs or market price, INVISTA may, upon written notice, commence using such index instead of INVISTA's actual monthly costs or weighted average market price to calculate the Price for Product sold thereafter unless and until either Party provides another Index Integrity Notice. The remedies for the parties' failure to agree within the thirty-day period provided for in the preceding sentence shall remain in effect unless and until an alternate means of adjustment is agreed upon in writing by the parties.

7. Forecasts and Orders.

(a) Three Month Forecasts. Buyer will provide to INVISTA, in writing and by the 10th day of each month of the Term, a rolling forecast of its anticipated needs for Product during the immediately following three-month period (a "Three Month Forecast"; the first month of any Three Month Forecast, "Month 1"; the second month of any Three Month Forecast, "Month 2"; and the third month of any Three Month Forecast, "Month 3").

(b) Month 1 Orders. The quantity of Product designated for Month 1 in each Three Month Forecast will constitute a firm and irrevocable order for Product, binding on Buyer, to be purchased by Buyer from INVISTA in each Month 1. Buyer will order from INVISTA a quantity of Product for Month 1 (the "Minimum Month 1 Quantity") equal to at least (i) 80% of the Month 2 forecasted quantities for that same month, and (ii) 70% of the Month 3 forecasted quantities for that same month. No orders for purchase and delivery in any Month 1 will be final or binding on INVISTA, unless INVISTA has provided written notice to Buyer that INVISTA has confirmed or accepted such orders.

8. Reservation Payments and Reliability Credit.

(a) Reservation Payment. If, for any reason other than as set forth in Section 19, Buyer fails to order at least: (i) the Minimum Annual Quantity of Product in any Contract Year, then INVISTA may invoice Buyer, and Buyer will pay INVISTA, an amount (an "Annual Reservation Payment") equal to (A) the difference between the Minimum Annual Quantity and the actual amount of Product ordered by Buyer for such Contract Year (the "Actual Annual Orders"), multiplied by (B) \$1.1/kg (the "Reservation Price"); or (ii) the Minimum Month 1



Quantity of Product in any Month 1, then INVISTA may invoice Buyer, and Buyer will pay INVISTA, an amount (a "Monthly Reservation Payment") equal to (A) the difference between the Minimum Month 1 Quantity and the actual amount of Product ordered by Buyer for such month, *multiplied by* (B) the Reservation Price.

(b) Reliability Credit. If, for any reason other than as set forth in Section 2(b) or 19 (or as otherwise excused under this Agreement), INVISTA fails to sell and deliver the Minimum Annual Quantity of Product in any Contract Year, then INVISTA will credit Buyer, an amount (the "Annual Reliability Credit") equal to (i) the lesser of (A) the difference between the Minimum Annual Quantity and the actual amount of Product sold and delivered by INVISTA ("Actual Annual Sales") for such Contract Year and (B) the difference between Actual Annual Orders and the Actual Annual Sales for such Contract Year, *multiplied by* (ii) the Reservation Price.

(c) Sole and Exclusive Remedies. In the event of Section 8(a)(i), payment by Buyer of the Annual Reservation Payment will release Buyer from all other liabilities with respect to ordering the Minimum Annual Quantity of Product and constitute INVISTA's sole and exclusive remedy for Buyer's breach of its obligation to order the Minimum Annual Quantity in any Contract Year. In the event of Section 8(a)(ii), payment by Buyer of the Monthly Reservation Payment will release Buyer from all other liabilities with respect to ordering the Minimum Month 1 Quantity of Product for that Month 1 and constitute INVISTA's sole and exclusive remedy for Buyer's breach of its obligation to order the Minimum Month 1 Quantity in that Month 1. In the event of Section 8(b), payment by INVISTA of the Annual Reliability Credit will release INVISTA from all other liabilities with respect to selling and delivering the Minimum Annual Quantity and constitute Buyer's sole and exclusive remedy for INVISTA's failure to sell and deliver the Minimum Annual Quantity.

9. Invoices, Payment and Credit.

(a) Invoices. INVISTA will provide to Buyer a monthly summary invoice after each month end for all deliveries made to Buyer during that month.

(b) Payment. Buyer will pay INVISTA in US\$ by Electronic Bank Draft before shipment of Product, with a maturity date of no more than 45 days, drawn on an INVISTA accepted bank or wire transfer of immediately available funds, into a bank account designated by INVISTA within forty-five days of the date of the invoice (the "Payment Due Date"). Buyer will be responsible for interest at a rate of 1.5% per month, compounded monthly, or the maximum rate allowed by applicable Law, whichever is less (the "Default Interest Rate"), on any outstanding amount still due after the Payment Due Date.

(c) Credit. INVISTA makes no guarantee of credit or the continuation of credit to Buyer. If INVISTA determines, in its sole discretion, that Buyer's creditworthiness or future performance is impaired or unsatisfactory, INVISTA may (i) suspend deliveries of Product, (ii) require cash-in-advance prepayment; and/or (iii) require Buyer to provide any other collateral (including cash, letter of credit, guaranty or other security) that INVISTA may request ("Performance Assurance"). Buyer waives written notice of any such action.

(d) Financial Information. If INVISTA requires any Performance Assurance from Buyer, then Buyer will also provide to INVISTA any or all annual reports containing its and its Performance Assurance provider's audited consolidated financial statements for the fiscal year (most recent accounting period), prepared in accordance with generally accepted accounting principles.

(e) Set-Off. INVISTA may, upon notice to Buyer, set-off, offset, combine accounts, net dollar amounts of obligations, exercise right of retention or withholding or similar rights to which INVISTA is entitled ("Set-off") against any amount that INVISTA owes to Buyer under this Agreement or any other agreement between the Parties.

10. Taxes and Duties. Notwithstanding anything to the contrary in this Agreement, Buyer will pay all taxes, duties, tariffs, consular fees, levies, penalties and other charges imposed by any governmental authority (the "Duties") with respect to: (a) this Agreement; (b) rejection of Product, and/or (c) the transportation, importation, exportation, or delivery of the Produce or any raw materials used by Seller to manufacture the Product. If any of the Duties are paid, or required to be paid by INVISTA, INVISTA will send written notice to Buyer and Buyer will reimburse INVISTA within 10 days of receipt of notice. INVISTA reserves to itself all applicable duty drawback allowances and Buyer will provide assistance in connection with same.

11. Measurement. INVISTA will determine Product quantities using INVISTA's measurement equipment at the INVISTA Facility, unless proven to be in error. No adjustments will be made for (a) any quantities delivered more than 10 days prior to the date of any proven measurement confirming such error, or (b) any claims for less than 3% of the quantities measured by INVISTA at the INVISTA Facility.



12. Claims. Buyer will inspect delivered Product within 10 days of delivery by INVISTA in accordance with Section 4(a) and before any change to the original delivered condition of Product. Buyer will notify INVISTA, in writing, of any Product defect or shortage within 20 days of receipt of Product. If Buyer fails to give written notice to INVISTA of any Product defect or shortage, or processes the Product, within such 10-day period, then that Product will be deemed to have been accepted by Buyer and Buyer waives all claims with respect thereto.

13. Product Stewardship. Buyer acknowledges the hazards associated with the Product and assumes the responsibility of distributing proper information with respect to hazards to human health or human or environmental safety. If a Material Safety Data Sheet is provided by ("MSDS") by INVISTA for the Product, Buyer will advise all of its employees, agents, contractors and customers of the MSDS, and any supplementary MSDS or written warnings that it may receive from INVISTA. In addition, if Buyer believes or has reason to believe the MSDS or other information provided by INVISTA is inaccurate or insufficient, Buyer will immediately notify INVISTA so INVISTA can supplement or correct the information. If Buyer fails to timely provide INVISTA with such notice it will be deemed a waiver of any and all claims, demands or causes of action arising from or attributable to the Product.

14. Compliance with Laws. The Parties will comply with all applicable laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction ("Laws") pertaining to the performance of this Agreement, and Buyer will be solely responsible for compliance with all Laws applicable to the acquisition, handling or use of Product once that Product has been delivered by INVISTA in accordance with Section 4(a). Buyer will obtain, at its expense, any license or consent of any government or authority that is required for the acquisition, handling or use of Product and provide evidence of same to INVISTA on request. Failure to do so will entitle INVISTA to withhold or delay shipment, but will not entitle Buyer to withhold or delay payment. Any expenses or charges incurred by INVISTA resulting from such failure will be paid by Buyer within 10 days of receipt of INVISTA's written request. Buyer will also comply with all Laws that restrict the sale, supply or delivery of Product to any destination, country, government, entity or other Person subject to export controls, economic sanctions or restrictive measures (collectively, "Sanctioned Persons"). In particular, (a) Buyer confirms that Product is not intended for supply to any Sanctioned Persons, or for use in the production of goods to be directly or indirectly supplied exclusively or predominantly to any Sanctioned Persons, to extent such supply or use would be in violation of any Law; and (b) Buyer will not directly or indirectly sell, supply or deliver any Product to (i) any Person that is designated on any government denied or restricted parties list (including the BIS Denied Persons List, Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List; the Consolidated U.N. Security Council Sanctions List; or the list of persons, groups and entities subject to E.U. financial sanctions or restrictive measures) (any such Person, a "Designated Person"), or (ii) any Person, of which the majority of the Person's issued and outstanding equity interests is owned directly or indirectly by a Designated Person.

15. Export compliance. INVISTA undertakes to inform Buyer in writing of the export classification concerning controlled product and information. INVISTA undertakes to apply to the competent government authorities, at no cost to the Purchaser, for any export license or governmental authorization necessary to fulfill INVISTA's obligations to deliver Product as defined in this agreement. If INVISTA fails to comply with its respective obligations under this section, Buyer shall have the right to terminate the agreement upon 30 days written notice to INVISTA.

16. Governing Law and Venue for Disputes. All matters arising out of or relating to this Agreement will be interpreted in accordance with the State of Delaware, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention will not apply or govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom. Any action or proceeding between the Parties, relating to this Agreement, will be commenced and maintained exclusively in the state or federal courts in Wilmington, Delaware and each Party submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. INVISTA, however, reserves the right to take legal action against Counterparty in any jurisdiction necessary to enforce any judgment rendered in connection with this Agreement. BOTH PARTIES EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM, OR PROCEEDING RELATED TO THE AGREEMENT.

17. Limited Warranty. INVISTA warrants only, at the time of delivery and subject to the other terms and conditions of this Agreement, that (a) Product will conform to the Specifications, and (b) INVISTA delivers to Buyer good title to Product, free and clear of any liens or encumbrances. Buyer assumes all risk and liability for its acquisition, handling or use of Product. EXCEPT FOR THE FOREGOING, INVISTA DISCLAIMS ALL



REPRESENTATIONS AND WARRANTIES. ANY DETERMINATION OF THE SUITABILITY OF PRODUCT FOR THE USE CONTEMPLATED BY BUYER WILL BE BUYER'S SOLE RESPONSIBILITY. Without limiting the generality of the foregoing, INVISTA makes no representation or warranty with respect to, and assumes no responsibility for, results obtained or damages incurred in connection with Buyer's use of technical advice, services or recommendations from INVISTA.

18. Limitation of Liability and Remedies. INVISTA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST OR PROSPECTIVE PROFITS; LOST EARNINGS OR BUSINESS INTERRUPTION. Buyer's sole and exclusive remedy from INVISTA for any cause of action under this Agreement, including for failure to deliver or late delivery is, at INVISTA's option, limited exclusively to: (a) for nonconforming Product, either (i) replacement of the nonconforming Product; or (ii) refund of the portion of the Price paid and attributable to such nonconforming Product, (b) for undelivered Product, the Annual Reliability Credit and (c) for Product that is delivered late, refund of the Price attributable to the late-delivered Product (subject to return of the late-delivered Product as a condition of such refund). Notwithstanding anything to the contrary, however, INVISTA's cumulative liability will never exceed the Price of the ordered Product that was the direct cause of the alleged loss, damage or injury. IN ANY EVENT, THE PARTIES ACKNOWLEDGE THAT THE PRICE FOR THE ORDERED PRODUCT THAT WAS THE CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY WILL PREVENT THE FOREGOING REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE, AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

19. Available Remedies. If Buyer: (a) breaches any of its obligations in this Agreement; or (b) is subject to any bankruptcy proceeding (including filing a petition or commencing a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law; making an assignment or any general arrangement for the benefit of creditors; having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within 30 days after such filing; becoming bankrupt or insolvent; having a bankruptcy official appointed with respect to it or any substantial portion of its property or assets; or becoming generally unable to pay its debts as they fall due); then INVISTA, without prior notice or liability to Buyer, may: (w) suspend its performance under, or terminate, this Agreement; (x) cause any and all obligations of Buyer (including payments or deliveries due) to become immediately due or deliverable; (y) Set-off against any amount that INVISTA owes to Buyer under this Agreement or any other agreement between the Parties; and/or (z) seek any other rights or remedies to which INVISTA may be entitled. If INVISTA suspends performance under this Agreement and any Product otherwise designated for delivery to Buyer can be sold to a third party, then INVISTA will be entitled to sell such Product to such third party, without prior notice or liability to Buyer. These rights will be cumulative and alternative and in addition to any other rights or remedies to which INVISTA may be entitled. Buyer will pay all expenses incurred by INVISTA in connection with Buyer's default, and the Default Interest Rate will accrue on all such expenses incurred by INVISTA.

20. Excused Performance.

a. Performance Excuses. Each Party will be excused from performing its obligations under this Agreement (except Buyer's payment obligations), without liability to the other Party, if performance is prevented or delayed by (i) any fire, explosion, flood, unusually severe or abnormal weather, riot or other civil disturbance, war, act of terrorism, or action of government; (ii) voluntary or involuntary compliance with any Law or request of any governmental authority; (iii) any strike, lockout or other labor difficulty; (iv) any failure of usual sources of raw materials or other sources of supply for Product; (v) any unavailability of or interference with the usual means of transporting Product (or the raw materials for Product); (vi) any failure of computer systems to operate properly; (vii) any destruction or loss of electronic records or data; (viii) any failure of mechanical function or chemical process or equipment used in manufacturing, handling or delivering Product, or any raw material used in manufacturing Product; (ix) any unit, facility or site shutdown; (x) any necessity to not operate, or to reduce operation of, equipment in order to protect the safety of people or to protect the environment; or (xi) any *force majeure* event or other circumstance beyond the reasonable control of the Party seeking excuse from performance (each of clauses (i) through (xi), a "Performance Excuse"). If a Party determines that a Performance Excuse exists, then the Party will notify the other of the circumstances and consequences claimed and will use commercially reasonable means to remove the cause or causes in question. No Party, however, will be obligated to settle any demands of, or disputes with, laborers. Buyer will not be excused from paying monies due or complying with INVISTA's credit terms. Quantities of Product affected by a Performance Excuse will be deleted from this Agreement, but this Agreement and each Party's obligations will otherwise continue in full force and effect for the Term with respect to all quantities of Product not affected by a Performance Excuse. In periods of shortage of Product due to a Performance Excuse, INVISTA may apportion, in an equitable manner, any remaining INVISTA inventory of Product available to INVISTA from the units and facilities affected by the Performance Excuse (excluding, all reserved, committed, in-transit, delivered or consigned inventory) among its customers, its Affiliates and itself. INVISTA will not be required to obtain Product

to replenish any shortage of Product arising as a result of a Performance Excuse. If INVISTA acquires any quantity of Product following a Performance Excuse, then INVISTA may use, distribute or allocate, without apportioning, such Product in its sole discretion.

b. **Commercial Impracticability or Hardship.** INVISTA also will be excused from performing its obligations under, and may, upon notice to Buyer, suspend its performance or terminate this Agreement, in whole or in part, without liability to Buyer if, for any reason: (i) any of the units, facilities or sites at which Product (or the feedstock for Product) is made shuts down; or (ii) INVISTA incurs a loss on a full cost basis on the sale of Product under this Agreement.

21. Adverse Impact of Law. If, at any time after the Effective Date, any applicable Laws are amended imposed, or enacted, or proposed to be amended, imposed, or enacted, that would have an adverse economic impact upon INVISTA (including any Laws that would cause INVISTA to bear the costs of installing antipollution equipment or in any way alter, or alter the use of, any INVISTA Facility or any facility used to produce raw materials used to make the Product or imposes or increases a duty, tariff, surcharge, or other similar tax on the Product or any raw material used to make the Product) (an "Adverse Law Impact"), Buyer will reimburse INVISTA for all actual costs incurred by INVISTA as a result of the Adverse Law Impact.

22. Confidentiality. For a period of one year following the expiration or termination of this Agreement, Buyer will treat as confidential the terms of this Agreement and all Product information (including the Specifications and information on the handling, storage, loading and unloading of Product) supplied by INVISTA (the "Confidential Information"), limit its use of Confidential Information solely to the performance of this Agreement, and not disclose the Confidential Information to any other Person, except those of its employees who have a need to know and are necessary to Buyer's performance of this Agreement. Buyer will, upon request, expiration or termination of this Agreement, promptly return to INVISTA all Confidential Information, and destroy any and all material containing Confidential Information.

23. Trademarks. Buyer will not use a trademark or trade name of INVISTA or any of its Affiliates.

24. Successor and Assigns. This Agreement binds and inures to the benefit of all Parties and their respective successors and permitted assigns. Buyer will not assign any interest in, nor delegate any obligation under this Agreement without INVISTA's prior written consent. Any assignment or attempted assignment in contravention of the foregoing will be null and void, will be considered a breach of this Agreement, and INVISTA may, in addition to any other rights it has, terminate this Agreement.

25. Entire Agreement, Waiver and Amendment. This Agreement embodies the entire understanding between the Parties. The English version of this Agreement is the governing version; any translation of this Agreement is nonbinding. Waiver by any Party of any breach of the terms of this Agreement will not be construed as a waiver of any other breach. Any provision of this Agreement found to be invalid or unenforceable will not affect the validity or enforceability of its other provisions. The terms of this Agreement can only be modified in a future amendment executed by all Parties that: (a) specifically refers to this Agreement; (b) specifically identifies the term amended; and (c) is signed by duly authorized representatives of all Parties.

26. Notices. All notices or communications required under this Agreement will be in writing and will be deemed received on the day of delivery if delivered by hand, recognized overnight courier or delivery service, or facsimile (with written confirmation of the completed transmittal); and will be deemed received within 3 business days if mailed by certified or registered mail, postage prepaid. All notices or communications required under this Agreement will be addressed to the receiving Party at the address set forth below:

INVISTA

Jesse Brown
4123 E. 37th St. North
Wichita, Kansas 67220
Phone: 316-213-8134
Email: Jesse.Brown@INVISTA.com

Rhodia Brasil S.A

Andrea Jara
Avenida Maria Coelho Aguiar, 215. Bloco B, 1º
andar. CEP: 05804-902, São Paulo, SP
Phone: 5511-99945-4344
Email: andrea.jara@solvay.com

27. Books and Records. Buyer will maintain books and records sufficient to document and verify its compliance with its obligations under this Agreement (including its obligations under Section 14), and will permit INVISTA or its designee to audit those books and records during Buyer's normal business hours.



28. Independent Contractors and Third Party Beneficiaries. INVISTA and Buyer are independent contractors only and not involved as parties with any other similar legal relationship with respect to this Agreement or otherwise, nor does any other relationship, imposing vicarious liability exist between the Parties under this Agreement or otherwise at Law. This Agreement is solely for the benefit of INVISTA and Buyer and will not confer upon or give to any third party any right, claim, cause of action or interest.

29. Interpretation; Definitions. Unless the context of this Agreement otherwise requires (a) words using the singular or plural number also include the plural or singular number, respectively; (b) "Section" refers to the specified section of this Agreement, and "clause" refers to the specified clause of this Agreement; (c) "including" means including without limitation; (d) "excluding" means excluding without limitation; (e) "day" means a calendar day; (f) "month" means a calendar month; (g) "Contract Year" means the 12 month period beginning on the Effective Date or any anniversary of the Effective Date; (h) "Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting stock, ownership interest or securities; (i) "Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint enterprise, joint-stock company, trust, proprietorship, unincorporated organization, or other legal entity; (j) "MT" means metric ton; and (k) "US\$" means US Dollars. Captions and section headings are for convenience only and not to be used in interpreting this Agreement. No course of dealing, course of performance, or usage of trade will be considered in the interpretation or enforcement of this Agreement.

30. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including copies electronically transmitted in portable document format or ".pdf") will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system implemented by INVISTA will also be deemed the same as an original, manually executed signature page. At the request of any Party at any time, the Parties will promptly confirm all electronic or facsimile copies, and all electronically executed versions, of any signature page by manually executing and delivering a duplicate original signature page.

[Signature Page Follows]


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The Parties have executed and delivered this Agreement by their duly authorized representatives effective as of the Effective Date.

INVISTA

By: 
Name: DANIEL J KOTKIN
Title: AUTHORIZED SIGNATORY

Rhodia Brasil S.A

By: 
Name: Daniela Rattis Manique
Title: Presidente


Cristina Guedes Netto de Mello
Vice-Presidente Jurídica



Exhibit A
Product Specifications



PRODUCT NAME: DYTEK® ADIPONITRILE - INTL GRADE
Similar Names: ADN (Intl Grade)
Company: INVISTA
Last Revision Date: 4/1/2021

SALES SPECIFICATIONS

<u>Property</u>	<u>Units</u>	<u>Min.</u>	<u>Max.</u>
Adiponitrile	(wt %)	99.7	
Methylglutaronitrile	(ppm)		100
2-Cyanocyclopentylidenimine	(ppm)		50
Decenedinitriles	(ppm)		500
Chlorides	(ppm)		10
Phosphorus	(ppm)		10
Water	(ppm)		500
Cresol	(ppm)		100
Color	(Hazen)		200

APPEARANCE: Clear liquid

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6