

**CONTINUITY
OF
SERVICE
RULES**

Effective January 1, 2017

THE CHEMOURS COMPANY

CONTINUITY OF SERVICE RULES

The following Rules have been adopted by The Chemours Company to govern the determination of the length of an employee's continuous service under The Chemours Company's various plans.

I. DEFINITIONS

1. For the purpose of these Rules:
 - (a) The term "Company" means The Chemours Company FC, LLC.
 - (b) A subsidiary of a company means a corporation in which such company owns more than 50% of the voting stock.
 - (c) An affiliate means any corporation in which the Company owns, directly or indirectly, any part of the voting stock.
 - (d) The term "Full Service Employee" means any person designated by the Company as a full-time employee. Any Full Service Employee on the Company payroll on July 1, 2015, who continues to work at least 30 hours per week on a regular basis will be considered a Full Service Employee.
 - (e) The term "Limited Service Employee" means any person designated by the Company as a temporary or part-time employee and who is employed either (1) on a temporary basis for less than one year or (2) on a part-time basis for no more than 1600 hours in any 12-consecutive month period.
 - (f) A break in service means separation from the service for any reason which results in the removal of an employee's name from the salary or wage roll and shall be concurrent with such removal, except as otherwise hereinafter provided.

II. SERVICE

1. For the purpose of these Rules:
 - (a) Service includes service with the Company and, for employees of Company who were employees of Company on July 1, 2015, service recognized by E. I. du Pont de Nemours and Company prior to July 1, 2015 under the DuPont Continuity of Service Rules.
 - (b) Service includes service to the extent specified by the Company or its delegate with any of the following companies:
 - (1) Subsidiaries of companies the property and business of which have been acquired by the Company;

- (2) Companies affiliated with the Company; and
 - (3) Companies with which the Company is joined in a partnership or joint venture; and
 - (4) Partnerships or joint ventures in which the Company has an ownership interest.
- (c) Service is not credited to any individual who is employed as a Limited Service Employee.
2. Time covered by payments in lieu of notice of termination of employment or by other payments at time of termination shall not count in the calculation of service for which employees may receive credit.

III. LENGTH OF CONTINUOUS SERVICE

The length of an employee's continuous service as of any date is the period of time which has elapsed since the employee's original date of employment, or the date of his reemployment following the last break in his service, whichever is the later date, except as otherwise provided herein.

IV. ABSENCES WHICH DO NOT CONSTITUTE BREAKS IN SERVICE

1. The following absences or separations will not constitute breaks in service, and full service credit, equivalent to that resulting from actual service, will be given for the time covered by such absences or separations:
- (a) Absences with permission for a period of not more than sixteen consecutive calendar days for which no formal leave of absence is required;
 - (b) Absences on vacation with pay;
 - (c) Time covered under the Short-Term Disability Plan or by formal leave of absence on account of occupational or non-occupational disability;
 - (d) Time spent in military, Merchant Marine, or specialized Government service as defined by the Company, and if reemployed under conditions provided by law, or by Company action if more liberal; or
 - (e) Time spent in active military training and service imposed pursuant to law and if reemployed under conditions provided by law or by Company action if more liberal; or
 - (f) Time not to exceed a total of fifty-one months (unless an extension is required under provisions of the applicable Military Selective Service Act) spent in active military training and service or time on active duty for training in the Reserve Forces as such terms shall be defined by the Company and if reemployed or returned to active employment pursuant to law or Company action if more liberal; or

- (g) Time spent in the course of temporary duties outside the Company, which duties are undertaken at the request or with the approval of the Company, provided that employees in such cases are granted leaves of absence authorized, approved, or ratified by the Company, or its delegate, specifically under this sub-paragraph.
 - (h) Time, not to exceed six months in any twelve-month period during which the employee would otherwise be accruing service if he were not on a leave of absence, when an employee with a minimum of one year of continuous service voluntarily and with Management approval elects a leave of absence without pay to continue a job for another employee who would otherwise be terminated for lack of work at a location where the Company has announced an excess employment force.
 - (i) Time, not to exceed a total of ninety-one days in a calendar year, during which the employee is placed on an Involuntary Work Schedule Reduction.
2. Except as provided in paragraph 1 of this Section, time covered by formal leave of absence on full or part pay will not constitute a break in service, and full service credit will be given for the time covered by such absences.
 3. Absences or separations under the following circumstances will not constitute breaks in service, but no service credit will be given for the time covered by such absences or separations:
 - (a) Except as provided in paragraph 1 of this Section, formal leave of absence without pay;
 - (b) Termination on account of lack of work in case a former employee of the Company or an affiliated company that has been designated under Section II-1 (b) is reemployed by the Company;
 - (c) Termination for any reason other than on account of lack of work in case a former employee of the Company or an affiliated company that has been designated under Section II-1(b) is reemployed by the Company and if subsequent to reemployment following such termination the employee has acquired one year of continuous service.

V. ADMINISTRATION AND INTERPRETATION BY THE COMPANY

1. The Company, or its delegate, may cure breaks in continuity of service in any case where it shall determine that such action is within the spirit of these Rules and may grant such service credit with respect to the absence or separation as shall be deemed appropriate in the circumstances.
2. Unusual cases which the Company finds not to have been provided for by these Rules shall be determined consistent with the spirit of these Rules

and the equitable administration of the Company's Industrial Relations Plans.

3. The Company retains discretionary authority to determine eligibility for service credit hereunder and to construe the terms and conditions of these Rules. The decision of the Company in all matters involving the interpretation and application of these Rules shall be final.

VI. MODIFICATIONS

These Rules may be modified from time to time by the Company or by written instrument executed by such person or persons as the Company may designate.