As filed with the U.S. Securities and Exchange Commission on October 31, 2025

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Qnity Electronics, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**33-3002745**
(State or other jurisdiction of incorporation)	**(IRS Employer Identification No.)**
974 Centre Road, Building 735, Wilmington, Delaware	**19805**
(Address of principal executive offices)	**(Zip Code)**

Qnity Electronics, Inc. 2025 Equity and Incentive Plan
Qnity Electronics, Inc. Stock Accumulation and Deferred Compensation Plan for Directors
(Full title of the plan)

Peter W. Hennessey
974 Centre Road
Building 735
Wilmington, Delaware
(302) 294-4651
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:
Ryan J. Dzierniejko, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
(212) 735-3000

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

Large Accelerated Filer	☐	Accelerated filer	☐
Non-accelerated filer	☑	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed to register shares of common stock ("Common Stock"), par value $0.01 per share, of Qnity Electronics, Inc. (the "Company" or "Qnity") that may be issued to non-employee directors of the Company or any employee of the Company or any of its subsidiaries pursuant to grants of equity awards (a) under the Qnity Electronics, Inc. Equity and Incentive Plan (the "EIP"), including grants pursuant to the conversion of DuPont de Nemours, Inc. ("DuPont") equity awards in connection with the Company's separation from DuPont and (b) the Qnity Electronics, Inc. Stock Accumulation and Deferred Compensation Plan for Directors (the "SADCP" and together with the EIP, the "Plans").

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants in the Plans as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the "Securities Act"). Such documents are not being filed with the Securities and Exchange Commission (the "Commission") but constitute, along with the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Form S-8, a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2. Company Information and Employee Plan Annual Information.

The Company will furnish without charge to each person to whom the prospectus is delivered, upon the written or oral request of such person, a copy of any and all of the documents incorporated by reference in Item 3 of Part II of this Registration Statement, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference to the information that is incorporated) and any other documents required to be delivered pursuant to Rule 428(b) under the Securities Act. Those documents are incorporated by reference in the Section 10(a) prospectus. Requests should be directed to the Secretary of the Company at the address and telephone number on the cover of this Registration Statement.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents filed with the Commission by the Company are incorporated by reference in this Registration Statement:

1. The Company's effective Registration Statement on Form 10 (File No. 001-42619) initially filed with the Commission on April 24, 2025, as amended by Amendment No. 1 as filed with the Commission on June 18, 2025, as further amended by Amendment No. 2 as filed with the Commission on August 5, 2025, as further amended by Amendment No. 3 as filed with the Commission on September 24, 2025, and as further amended by Amendment No. 4 as filed with the Commission on September 29, 2025 (as so amended, the "Form 10").
2. The Company's Current Report on Form 8-K filed with the Commission on October 15, 2025.
3. The description of the Company's common stock included in the section titled "Description of Our Capital Stock" in the Company's Information Statement filed as Exhibit 99.1 to the Form 10, including any amendment or report filed for the purpose of updating such description.

All documents filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the date of this Registration Statement (other than any such documents or portions thereof that are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, unless otherwise indicated therein, including any exhibits included with such Items) and prior to the filing of a post-effective amendment that indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained in this Registration Statement or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained or incorporated by reference herein or in any subsequently filed document which is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

The Common Stock is registered under Section 12 of the Exchange Act. Accordingly, in accordance with the instructions in Item 4 of Part II of Form S-8, no description of the Common Stock is provided hereunder.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

The Delaware General Corporation Law (the "DGCL") authorizes corporations to limit or eliminate the personal liability of directors and officers to corporations and their stockholders for monetary damages for breaches of directors' and officers' fiduciary duties as directors and officers, as applicable, and the Company's amended and restated certificate of incorporation will include such an exculpation provision. Under the provisions of the Company's amended and restated certificate of incorporation and amended and restated bylaws, each of the Company's directors, officers, employees and agents will be indemnified by the Company 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 or she is or was one of our directors or officers, he or she will 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 will be indemnified against both (i) expenses, including attorneys' fees, and (ii) judgments, fines and amounts paid in settlement if he or she acted in good faith and in a manner he or she 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 will be indemnified only against expenses, including attorneys' fees, incurred in the defense or settlement of the suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the Company's best interests, except that if he or she is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company, he or she cannot be made whole even for expenses unless the court determines that he or she is fairly and reasonably entitled to indemnity for such expenses.

Under the Company's amended and restated certificate of incorporation and amended and restated bylaws, the right to indemnification will include the right to be paid by the Company the expenses incurred in defending any action, suit or proceeding in advance of its final disposition, subject to the receipt by the Company of undertakings as may be legally defined. In any action by an indemnitee to enforce a right to indemnification or by the Company to recover advances made, the burden of proving that the indemnitee is not entitled to be indemnified is placed on the Company.

The Company will maintain liability insurance for the Company's directors and officers to provide protection where the Company 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 the Company's directors and officers.

The foregoing is only a general summary of certain aspects of Delaware law and the Company's restated certificate of incorporation and amended and restated bylaws dealing with indemnification of directors and officers, and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of the section of the DGCL referenced above and the Company's restated certificate of incorporation and amended and restated bylaws.

Reference is made to Item 9 for the Company's undertakings with respect to indemnification for liabilities arising under the Securities Act.

Item 7. Exemption from Registration Claimed

Not Applicable.

Item 8. Exhibits.

(d) Exhibits

Exhibit No.	Exhibit Document
4.1*	Amended and Restated Certificate of Incorporation of Qnity Electronics, Inc.
4.2*	Certificate of Designation of Qnity Electronics, Inc.
4.3*	Amended and Restated Bylaws of Qnity Electronics, Inc.
4.4*	Qnity Electronics, Inc. Equity and Incentive Plan
4.5*	Qnity Electronics, Inc. Stock Accumulation and Deferred Compensation Plan for Directors
5.1*	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP (regarding the validity of the shares of Qnity common stock)
23.1*	Consent of PricewaterhouseCoopers LLP
23.2*	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 5.1 to this Registration Statement)
24.1*	Power of Attorney (included on signature pages of this Registration Statement)
107*	Filing Fee Table

* Filed herewith.

Item 9. Undertakings

The Company hereby undertakes:

a. (1) To file during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

i. to include any prospectus required by Section 10(a)(3) of the Securities Act;

ii. to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

iii. to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that, paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered hereby which remain unsold at the termination of the offering.

b. The Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to

the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

c. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, Qnity Electronics, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Wilmington, state of Delaware, on October 31, 2025.

QNITY ELECTRONICS, INC.

By: /s/ Peter W. Hennessey
Name: Peter W. Hennessey
Title: General Counsel

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below hereby constitutes and appoints each of Matthew Harbaugh and Peter W. Hennessey, acting singly, his or her true and lawful agent, proxy and attorney-in-fact, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to (i) act on, sign and file with the Commission any and all amendments (including post-effective amendments) to this registration statement together with all schedules and exhibits thereto, (ii) act on, sign and file such certificates, instruments, agreements and other documents as may be necessary or appropriate in connection therewith, (iii) act on and file any supplement to any prospectus included in this registration statement or any such amendment and (iv) take any and all actions which may be necessary or appropriate in connection therewith, granting unto such agents, proxies and attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing necessary or appropriate to be done, as fully for all intents and purposes as he might or could do in person, hereby approving, ratifying and confirming all that such agents, proxies and attorneys-in-fact or any of their substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed on October 31, 2025, by the following persons in the capacities indicated.

Signature	Title
/s/ Jon Kemp Jon Kemp	Chief Executive Officer and Director (Principal Executive Officer)
/s/ Matthew Harbaugh Matthew Harbaugh	Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ Steven M. Sterin Steven M. Sterin	Director

EXHIBIT 107

Calculation of Filing Fee Table

S-8
(Form Type)

Qnity Electronics, Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered [1]	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common stock, par value $0.01 per share	457(a)	16,915,502[2]	$86.01[3]	$1,454,902,327	0.0001381	$200,922.01
Equity	Common stock, par value $0.01 per share	457(a)	200,000[4]	$86.01[3]	$17,202,000	0.0001381	$2,375.60
			Total Offering Amounts		$1,472,104,327		$203,297.61
			Total Fee Offsets				—
			Net Fee Due				$203,297.61

Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement covers (i) such additional number of shares of common stock, par value $0.01 per share ("Common Stock"), of Qnity Electronics, Inc. (the "Company") issuable upon stock splits, stock dividends, reclassifications, recapitalizations, combinations or similar events or (ii) such reduced number of shares of Common Stock in respect of any reverse stock splits, stock dividends, reclassifications, recapitalizations, combinations or similar events, in each case with respect to the shares of Common Stock being registered pursuant to this Registration Statement.

Represents shares of Common Stock that may be offered or delivered pursuant to the Qnity Electronics, Inc. Equity and Incentive Plan.

Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(c) and Rule 457(h) under the Securities Act on the basis of the average of the high and low sales prices per share of the Common Stock on the New York Stock Exchange as reported on October 27, 2025.

Represents shares of Common Stock that may be offered or delivered pursuant to the Qnity Electronics, Inc. Stock Accumulation and Deferred Compensation Plan for Directors.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
QNITY ELECTRONICS, INC.

Qnity Electronics, Inc. (the "Company"), a corporation organized and existing under the laws of the State of Delaware, does hereby certify as follows:

FIRST: The original Certificate of Incorporation of the Company was filed with the Secretary of State of the State of Delaware on December 6, 2024 under the name Novus SpinCo 1, Inc.

SECOND: The Amended and Restated Certificate of Incorporation of the Company was filed with the Secretary of State of the State of Delaware on October 13, 2025 under the name Qnity Electronics, Inc. (the "First Amended and Restated Certificate of Incorporation").

THIRD: This Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation") has been duly adopted by the Company in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware (as it now exists or hereafter may be amended, the "DGCL") and has been approved by the requisite vote of the stockholders of the Company in accordance with the provisions of Section 228 of the DGCL.

FOURTH: This Certificate of Incorporation shall become effective at 12:00 a.m., New York City Time, on November 1, 2025.

FIFTH: The text of the First Amended and Restated Certificate of Incorporation of the Company is hereby amended and restated to read in its entirety as follows:

ARTICLE I
NAME

The name of the Company is Qnity Electronics, Inc.

ARTICLE II
REGISTERED OFFICE AND AGENT

The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle 19801. The name of its registered agent at that address is The Corporation Trust Company.

ARTICLE III
PURPOSE AND POWERS

(A) Subject to Section (B) of this Article III, the purpose of the Company is to engage in any lawful act or activity for which a corporation may now or hereafter be organized under the DGCL. Subject to Section (B) of this Article III, the Company shall have all powers that may now or hereafter be lawful for a corporation to exercise under the DGCL.

(B) Notwithstanding anything to the contrary in Section (A) of this Article III or otherwise in this Certificate of Incorporation, in no event shall the Company or the Board of Directors of the Company (the "Board of Directors") have the power to take, attempt to take, or take any action, directly or indirectly, to challenge, breach, question, dispute, undermine, diminish, revoke, circumvent, impair, negate, supersede, prohibit, restrict, hinder, prevent, interfere with or otherwise contravene (including as to the validity, enforceability, legality, existence or effectiveness of any person or its status as a stockholder (including the holder of any shares of Series A Preferred Stock (as defined below)), any such stockholder's ownership of any capital stock of the Company, any purpose, governing agreement or organizational document of such stockholder, or any action taken or not taken by such stockholder pursuant thereto related to) (1) the rights of DuPont de Nemours, Inc., a Delaware corporation (including any successor thereto, "DuPont"), or any holder of any shares of Series A Preferred Stock, or (2) the obligations of the Company, in each case and as applicable, as set forth in (i) that certain Power of Attorney, dated as of October 30, 2025, executed by the Company on behalf of itself and its subsidiaries (and its and their past, present and future affiliates), attached as Exhibit A hereto (the "Power of Attorney"), (ii) the Series A Preferred Stock Certificate of Designation (as defined below), (iii) Section (A) or Section (B) of this Article III, (iv) Article IV, (v) Section (A) or Section (B) of Article V, (vi) Article VIII, (vii) Article IX or (viii) Article X. Written notice of any event or action that could be deemed to challenge, breach, question dispute, undermine, diminish, revoke, circumvent, impair, negate, supersede, prohibit, restrict, hinder, prevent, interfere with or otherwise contravene such rights or obligations shall be provided to all of the holders

of shares of Series A Preferred Stock and DuPont at least sixty (60) days in advance of (i) any such event or such action being taken or (ii) any stockholders' meeting being called, or any vote or consent being solicited from the stockholders of the Company, to approve, adopt or otherwise vote in any manner on any such event or action. Any event or action taken in violation of such notice requirement, and any documentation thereof or related thereto, shall be expressly *ultra vires*, null and void *ab initio* and of no force or effect.

ARTICLE IV
CAPITAL STOCK

(A) Classes of Stock. The total number of shares of stock of all classes of capital stock that the Company is authorized to issue is 1,916,666,667 shares. The authorized capital stock is divided into (x) 1,666,666,667 shares of common stock, having a par value of $0.01 per share (the "Common Stock"), and (y) 250,000,000 shares of preferred stock, (i) 249,999,999 of which having a par value of $0.01 per share, and (ii) one (1) share of which having a par value of $1,500,000.00 per share and having been designated as Series A Preferred Stock (the "Series A Preferred Stock") pursuant to that Certificate of Designation, attached as Exhibit B hereto (as the same may be amended or restated from time to time in accordance with the terms thereof, the "Series A Preferred Stock Certificate of Designation"), and the terms of which are hereby incorporated herein by reference.

(B) Preferred Stock.

1. Shares of Preferred Stock of the Company may be issued from time to time in one or more series, the shares of each series to have such voting powers, full or limited, if any, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as are stated and expressed herein or in the resolution or resolutions providing for the issue of such series, adopted by the Board of Directors as hereinafter provided.

2. Authority is hereby expressly granted to the Board of Directors, subject to the provisions of this Article IV, the Series A Preferred Stock Certificate of Designation and to the limitations prescribed by the DGCL, to authorize by resolution or resolutions from time to time the issuance of one or more series of Preferred Stock out of the authorized but unissued shares of Preferred Stock and with respect to each such series to fix, by filing a certificate of designation pursuant to the DGCL setting forth such resolution or resolutions and providing for the issuance of such series, the voting powers, full or limited, if any, of the shares of such series and the designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof. The authority of the Board of Directors with respect to each series shall include, without limitation, the determination or fixing of the following:

(i) the designation of such series;

(ii) the number of shares of such series, which number the Board of Directors may thereafter (except where otherwise provided in the certificate of designation for such series) increase or decrease (but not below the number of shares of such series then outstanding);

(iii) the dividend rate, if any, payable to holders of shares of such series, any conditions and dates upon which such dividends shall be payable, the relation which such dividends shall bear to the dividends payable on any other class or classes of stock or any other series of any class of stock of the Company, and whether such dividends shall be cumulative or non-cumulative;

(iv) whether the shares of such series shall be subject to redemption by the Company, in whole or in part, at the option of the Company or of the holder thereof, and, if made subject to such redemption, the times, prices, form of payment and other terms and conditions of such redemption;

(v) the terms and amount of any sinking fund provided for the purchase or redemption of the shares of such series;

(vi) whether or not the shares of such series shall be convertible into or exchangeable for shares of any other class or classes of any stock or any other series of any class of stock of the Company or any other security, and, if provision is made for conversion or exchange, the times, prices, rates, adjustments and other terms and conditions of such conversion or exchanges;

(vii) the extent, if any, to which the holders of shares of such series shall be entitled to vote generally, with respect to the election of directors, upon specified events or otherwise;

(viii) the restrictions, if any, on the issue or reissue of any additional Preferred Stock; and

(ix) the rights and preferences of the holders of the shares of such series upon any voluntary or involuntary liquidation or dissolution of, or upon the distribution of assets of, the Company.

3. Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior to, rank equally with or be junior to any other series of Preferred Stock to the extent permitted by law and the terms of any other series of Preferred Stock (including, for the avoidance of doubt, those set forth in the Series A Preferred Stock Certificate of Designation).

4. Notwithstanding anything in this Certificate of Incorporation to the contrary, the Company shall disregard any vote, consent or waiver purported to be submitted by any holder of Series A Preferred Stock to the extent that such vote, consent or waiver violates or is inconsistent with any purpose, governing agreement or organizational document of such holder.

(C) Common Stock. All shares of Common Stock of the Company shall be of one and the same class, shall be identical in all respects and shall have equal rights, powers and privileges. Except as otherwise provided for by resolution or resolutions of the Board of Directors pursuant to this Article IV with respect to the issuance of any series of Preferred Stock, the terms of any series of Preferred Stock (including, for the avoidance of doubt, those set forth in the Series A Preferred Stock Certificate of Designation) or the DGCL, the holders of outstanding shares of Common Stock shall have the exclusive right to vote on all matters requiring stockholder action. On each matter on which holders of Common Stock are entitled to vote, each outstanding share of such Common Stock will be entitled to one vote. Subject to the rights of holders of any series of outstanding Preferred Stock (including, for the avoidance of doubt, those set forth in the Series A Preferred Stock Certificate of Designation), holders of shares of Common Stock shall have equal rights of participation in the dividends and other distributions in cash, stock or property of the Company when, as and if declared thereon by the Board of Directors from time to time out of assets or funds of the Company legally available therefor and shall have equal rights to receive the assets and funds of the Company available for distribution to stockholders in the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary.

ARTICLE V
BOARD OF DIRECTORS

(A) Power of the Board of Directors. Subject to Section (B) of this Article V, the business and affairs of the Company shall be managed by or under the direction of the Board of Directors. In furtherance, and not in limitation, of the powers conferred by the laws of the State of Delaware, but in each case subject to Section (B) of this Article V, the Board of Directors shall be expressly authorized to:

1. determine the rights, powers, duties, rules and procedures that affect the power of the Board of Directors to manage and direct the business and affairs of the Company;

2. establish one or more committees of the Board of Directors, by the affirmative vote of a majority of the entire Board of Directors, to which may be delegated any or all of the powers and duties of the Board of Directors to the fullest extent permitted by law; and

3. exercise all such powers and do all such acts as may be exercised by the Company, subject to the provisions of the laws of the State of Delaware, this Certificate of Incorporation and the Amended and Restated Bylaws of the Company (as the same may be amended and/or restated from time to time, the "Bylaws").

(B) Limitations. Notwithstanding anything to the contrary in Section (A) of this Article V or otherwise in this Certificate of Incorporation, in no event shall the Company or the Board of Directors have the power to take, attempt to take, or take any action, directly or indirectly, to challenge, breach, question, dispute, undermine, diminish, revoke, circumvent, impair, negate, supersede, prohibit, restrict, hinder, prevent, interfere with or otherwise contravene (including as to the validity, enforceability, legality, existence or effectiveness of any person or its status as a stockholder (including the holder of any shares of Series A Preferred Stock (as defined below)), any such stockholder's ownership of any capital stock of the Company, any purpose, governing agreement or organizational document of such stockholder, or any action taken or not taken by such stockholder pursuant thereto related to) (1) the rights of DuPont or any holder of any shares of Series A Preferred Stock, or (2) the obligations of the Company, in each case and as applicable, as set forth in (i) the Power of Attorney, (ii) the Series A Preferred Stock Certificate of Designation, (iii) Section (A) or Section (B) of Article III, (iv) Article IV, (v) Section (A) or Section (B) of this Article V, (vi) Article VIII, (vii) Article IX or (viii) Article X. Written notice of any event or action that could be deemed to challenge, breach, question dispute, undermine, diminish, revoke, circumvent, impair, negate, supersede, prohibit, restrict,

hinder, prevent, interfere with or otherwise contravene such rights or obligations shall be provided to all of the holders of shares of Series A Preferred Stock and DuPont at least sixty (60) days in advance of (i) any such event or such action being taken or (ii) any stockholders' meeting being called, or any vote or consent being solicited from the stockholders of the Company, to approve, adopt or otherwise vote in any manner on any such event or action. Any event or action taken in violation of such notice requirement, and any documentation thereof or related thereto, shall be expressly *ultra vires*, null and void *ab initio* and of no force or effect.

(C) Number of Directors. The number of directors constituting the entire Board of Directors shall be fixed from time to time exclusively by a vote of a majority of the entire Board of Directors in the manner provided in the Bylaws. As used in this Certificate of Incorporation, the term "entire Board of Directors" means the total authorized number of directors that the Company would have if there were no vacancies.

(D) Classified Board. Except for those directors, if any, elected by the holders of any series of Preferred Stock, the Board of Directors shall be classified initially into three classes: Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of directors constituting the entire Board of Directors and the allocation of directors among the three classes shall be determined by the Board of Directors.

(E) Term. Except for the terms of such additional directors, if any, elected by the holders of any series of Preferred Stock, the initial Class I directors shall serve for a term expiring at the 2026 annual meeting of stockholders, at which meeting the Class I directors shall be elected to a term expiring at the 2028 annual meeting of stockholders; the initial Class II directors shall serve for a term expiring at the 2027 annual meeting of stockholders, at which meeting the Class II directors shall be elected to a term expiring at the 2028 annual meeting of stockholders; and the initial Class III directors shall serve for a term expiring at the 2028 annual meeting of stockholders. Each director in each class shall hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation, disqualification or removal. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class nearly equal as possible. From and including the 2028 annual meeting of stockholders, the Board of Directors shall no longer be classified, and each director shall be elected to serve a term expiring at the next annual meeting of stockholders following the director's election. Notwithstanding the expiration of the term of a director, the director shall continue to hold office until a successor shall be elected and qualified or until his or her earlier death, resignation, disqualification or removal.

(F) Vacancies. Except as otherwise required by law and subject to the rights of the holders of any class or series of Preferred Stock to elect directors, any vacancies on the Board of Directors for any reason, including from the death, resignation, disqualification or removal of any director, and any newly created directorships resulting by reason of any increase in the number of directors shall be filled exclusively by the Board of Directors, acting by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by stockholders. Any directors elected to fill a vacancy shall hold office for the remainder of the full term of the class of directors in which the vacancy has occurred and until his or her successor is duly elected and qualified or until his or her earlier death, resignation, disqualification or removal.

(G) Removal of Directors. Except as otherwise required by law and subject to the rights of the holders of any class or series of Preferred Stock, (x) until the 2028 annual meeting of stockholders, any director, or the entire Board of Directors, may be removed from office only for cause and (y) from and including the 2028 annual meeting of stockholders, any director or the entire Board of Directors may be removed from office with or without cause, in each case (clauses (x) and (y)) only by the affirmative vote of the holders of a majority of the voting power of all of the shares of capital stock of the Company then entitled to vote generally in the election of directors, voting as a single class.

ARTICLE VI
LIMITATION OF LIABILITY AND INDEMNIFICATION

(A) Limitation of Liability of Directors and Officers. A director or officer of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director or officer to the fullest extent permitted by the DGCL. No amendment, repeal or modification of this Article VI shall apply or have any adverse effect on any right or protection of, or any limitation of the liability of, any person entitled to any right or protection under this Article VI existing at the time of such amendment, repeal or modification with respect to acts or omissions occurring prior to such repeal or modification. If any provision of the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors and officers, then the liability of directors and officers shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

(B) Indemnification. Directors, officers, employees and agents of the Company may be indemnified by the Company to the fullest extent as is permitted by the laws of the State of Delaware as it presently exists or may hereafter be amended and as the Bylaws may from time to time provide.

ARTICLE VII
STOCKHOLDER ACTION

(A) Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Company must be effected at a duly called annual or special meeting of stockholders of the Company and may not be effected by any consent in writing by such stockholders; provided, however, that any action required or permitted to be taken by the holders of any series of Preferred Stock (including, for the avoidance of doubt, the Series A Preferred Stock), voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable certificate of designation for such series of Preferred Stock.

(B) Special Meetings. Except as otherwise required by law and subject to the rights of the holders of any class or series of Preferred Stock (including, for the avoidance of doubt, those set forth in the Series A Preferred Stock Certificate of Designation), special meetings of stockholders of the Company: (1) may be called by the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors, upon motion of a director, and (2) from and including the 2028 annual meeting of stockholders, shall be called by the Chairperson of the Board of Directors or the Secretary of the Company upon a written request from stockholders of the Company holding at least fifteen percent of the voting power of all the shares of capital stock of the Company then entitled to vote on the matter or matters to be brought before the proposed special meeting that complies with such procedures for calling a special meeting of stockholders as may be set forth in the Bylaws, as may be amended from time to time.

ARTICLE VIII
AMENDMENT OF BYLAWS

(A) Amendment by the Board of Directors. Subject to Section (C) of this Article VIII, in furtherance, and not in limitation, of the powers conferred upon it by law, the Board of Directors is expressly authorized and empowered to amend, alter, change, modify, supplement, repeal or adopt the Bylaws; provided, however, that no Bylaws hereafter adopted shall invalidate any prior act of the directors that would have been valid if such Bylaws had not been adopted.

(B) Amendment by Stockholders. Subject to Section (C) of this Article VIII, in addition to any requirements of the DGCL (and notwithstanding the fact that a lesser percentage may be specified by the DGCL), unless otherwise specified in the Bylaws, the affirmative vote of the holders of a majority of all of the shares of capital stock of the Company then entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders of the Company to amend, alter, change, modify, supplement, repeal or adopt any Bylaws.

(C) Amendment Requiring Series A Preferred Stockholders Vote. Notwithstanding anything in this Certificate of Incorporation or the Bylaws to the contrary, the unanimous affirmative vote of the holders of all of the outstanding shares of Series A Preferred Stock, voting separately as a single class, shall be required for the matters set forth in the Series A Preferred Stock Certificate of Designation (including Section 5 thereof). Any amendment, alteration, change, modification, supplement, repeal or adoption of any provision of the Bylaws or attempt thereof, directly or indirectly (including, without limitation, through any supplement, merger, combination, consolidation, tender offer, scheme of arrangement, sale, disposition, divestiture, acquisition, settlement, exchange (including, without limitation, any exchange for securities or other obligations or instruments (including, without limitation, equity-linked, derivative, synthetic or otherwise)), conversion (statutory or otherwise), swap, transfer, assignment, delegation, issuance, dividend, continuance, reclassification, stock split, recapitalization, reorganization, dissolution, termination, restructuring, joint venture, strategic partnership, migration, change in jurisdiction, division (statutory or otherwise), demerger, spin-off, split-off, separation, dividend, distribution, rights offering, or other corporate action or event, including in a single transaction or a series of related transactions), without the vote required under the Series A Preferred Stock Certificate of Designation, and any documentation thereof or related thereto, shall be expressly *ultra vires*, null and void *ab initio* and of no force or effect.

ARTICLE IX
AMENDMENT OF CERTIFICATE OF INCORPORATION

(A) Subject to Section (B) of Article IX, the Company hereby reserves the right at any time and from time to time to amend, alter, change, modify or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the DGCL may be added or inserted, in the manner now or hereafter prescribed by the DGCL, and all rights, preferences and privileges of whatsoever nature conferred on stockholders, directors or any other persons whomsoever therein

granted are subject to this reservation; provided, that, notwithstanding anything in this Certificate of Incorporation to the contrary (and in addition to any vote required by law), until the 2028 annual meeting of stockholders, the affirmative vote of the holders of a majority of all of the shares of capital stock of the Company then entitled to vote thereon, voting together as a single class, shall be required to amend, alter, change, modify, supplement or repeal, or to adopt any provision of this Certificate of Incorporation inconsistent with, Sections (C), (D), (E), (F) and (G) of Article V, Section (B) of Article VII, Section (B) of Article VIII or this Article IX.

(B) Notwithstanding anything in this Certificate of Incorporation to the contrary, the unanimous affirmative vote of the holders of all of the outstanding shares of Series A Preferred Stock, voting separately as a single class, shall be required for the matters set forth in the Series A Preferred Stock Certificate of Designation (including Section 5 thereof). Any amendment, alteration, change, modification or repeal of any provision of this Certificate of Incorporation or attempt thereof, directly or indirectly (including, without limitation, through any supplement, merger, combination, consolidation, tender offer, scheme of arrangement, sale, disposition, divestiture, acquisition, settlement, exchange (including, without limitation, any exchange for securities or other obligations or instruments (including, without limitation, equity-linked, derivative, synthetic or otherwise)), conversion (statutory or otherwise), swap, transfer, assignment, delegation, issuance, dividend, continuance, reclassification, stock split, recapitalization, reorganization, dissolution, termination, restructuring, joint venture, strategic partnership, migration, change in jurisdiction, division (statutory or otherwise), demerger, spin-off, split-off, separation, dividend, distribution, rights offering, or other corporate action or event, including in a single transaction or a series of related transactions), without the vote required under the Series A Preferred Stock Certificate of Designation, and any documentation thereof or related thereto, shall be expressly *ultra vires*, null and void *ab initio* and of no force or effect.

ARTICLE X
PERCENTAGE BASED LIABILITIES

(A) DuPont has and shall have, on behalf of the Company and its subsidiaries (and its and their past, present and future affiliates) (for which DuPont has and shall have power of attorney), and the Company, on behalf of itself and its subsidiaries (and its and their past, present and future affiliates) hereby irrevocably grants to DuPont, coupled with an interest, sole and exclusive authority to (1) commence, notice, prosecute, manage, control, conduct, administer, handle, manage, defend (or assume the defense of), litigate, arbitrate, mediate, settle, resolve, dispose of, cover or otherwise determine all matters whatsoever (including, as applicable, litigation strategy and choice of legal counsel or other professionals and any amendment, modification or supplement to any agreement or contract (including agreements or contracts with third parties) related to Percentage Based Liabilities (as defined below)) with respect to any action or third party claim related to, arising out of or resulting from any Percentage Based Liability; (2) cover, make, submit, notice, control, conduct, administer, handle, manage, settle, prosecute, litigate, arbitrate, mediate, resolve, dispose of or otherwise determine all matters whatsoever with respect to any insurance claims or any other matters under or relating to any insurance policies (whether any such insurance policy is in existence or in effect, prior to, at or following 12:03 a.m., New York City Time, on November 1, 2025) related to, arising out of or resulting from any Percentage Based Liability; and (3) cover, make, submit, notice, control, conduct, administer, handle, manage, settle, prosecute, litigate, arbitrate, mediate, resolve, dispose of or otherwise determine claims against third parties who have agreed to indemnify the Company or its subsidiaries, DuPont or its subsidiaries, or any of their respective past, present or future affiliates, against any indemnifiable losses or other liabilities related to, arising out of or resulting from any Percentage Based Liability, in each of clauses (1), (2) and (3), including any action or third party claim related to, arising out of or resulting from (i) any alleged liability that, if determined to be true, would constitute a Percentage Based Liability, and (ii) any other liability that DuPont believes in good faith would constitute a Percentage Based Liability, in each case, until such time as an arbitral tribunal validly appointed in accordance with any such contract between DuPont and the Company regarding disputes related to such Percentage Based Liability finally determines that such liability does not constitute a Percentage Based Liability. For the avoidance of doubt, the consent of the Company or its subsidiaries shall not be required in respect of the matters or actions (or inactions) set forth in this Section (A) of this Article X.

(B) For purposes of this Article X, "Percentage Based 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, foreseen or unforeseen, 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 agreement or any fines, damages or equitable relief which may be imposed and including all costs and expenses related thereto, agreed in writing by the Company and DuPont to be borne economically by each of the Company and DuPont on a percentage basis, whether via assignment, assumption, allocation or otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Certificate of Incorporation.

QNITY ELECTRONICS, INC.

By: /s/ Jon D. Kemp
Name: Jon D. Kemp
Title: Authorized Officer

Exhibit A

POWER OF ATTORNEY

[*See attached.*]

POWER OF ATTORNEY

Reference is made to that certain Separation and Distribution Agreement, effective as of November 1, 2025, by and between DuPont de Nemours, Inc., a Delaware corporation ("RemainCo"), and Qnity Electronics, Inc., a Delaware corporation ("ElectronicsCo") (as such agreement may be amended, supplemented, amended and restated or otherwise modified from time to time, the "SDA"). Capitalized terms used and not otherwise defined herein have the respective meanings ascribed to them in the SDA.

1. ElectronicsCo, on behalf of itself and the other members of its Group (and its and their past, present and future Affiliates) (collectively, the "ElectronicsCo Grantors"), does hereby irrevocably constitute and appoint RemainCo as each ElectronicsCo Grantor's true and lawful attorney-in-fact, with full power of substitution, in each ElectronicsCo Grantor's name, place and stead, to:

   (a) (i) commence, notice, prosecute, manage, control, conduct, administer, handle, manage, defend (or assume the defense of), litigate, arbitrate, mediate, settle, resolve, dispose of, cover or otherwise determine all matters whatsoever (including, as applicable, litigation strategy and choice of legal counsel or other professionals and any amendment, modification or supplement to any Contract (including Contracts with third parties) related to Legacy Liabilities) with respect to any Action or Third Party Claim related to, arising out of or resulting from any Legacy Liability; (ii) cover, make, submit, notice, control, conduct, administer, handle, manage, settle, prosecute, litigate, arbitrate, mediate, resolve, dispose of or otherwise determine all matters whatsoever with respect to any insurance claims or any other matters under or relating to any Policies (whether any such Policy is in existence or in effect, prior to, at or following the time of the Distribution) related to, arising out of or resulting from any Legacy Liability; and (iii) cover, make, submit, notice, control, conduct, administer, handle, manage, settle, prosecute, litigate, arbitrate, mediate, resolve, dispose of or otherwise determine claims against third parties who have agreed to indemnify any members of the ElectronicsCo Group, the RemainCo Group, or any of their respective past, present or future Affiliates, against any Indemnifiable Losses or other Liabilities related to, arising out of or resulting from any Legacy Liability, including any claims against third parties pursuant to the indemnification provisions of the Prior Transaction Agreements, in each of clauses (i), (ii) and (iii), including any Action or Third Party Claim related to, arising out of or resulting from (A) any alleged Liability that, if determined to be true, would constitute a Legacy Liability, and (B) any other Liability that RemainCo believes in good faith would constitute a Legacy Liability, in each case, until such time as an Arbitral Tribunal finally determines (in accordance with Article X of the SDA) that such Liability does not constitute a Legacy Liability pursuant to the SDA; and

   (b) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required of the ElectronicsCo Grantors, it being understood that the documents executed by such attorney-in-fact on behalf of any of the ElectronicsCo Grantors pursuant to this power of attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in the sole discretion of such attorney-in-fact.

TERM AND TERMINATION

2. This power of attorney shall commence on the date of execution. This power of attorney is coupled with an interest and shall also be irrevocable, continuously valid and survive and not be affected by any ElectronicsCo Grantor's insolvency or dissolution. Nothing herein is intended to revoke any power of attorney previously granted by any ElectronicsCo Grantor.

DISPUTE RESOLUTION

3. In the event of a controversy, dispute or Action between RemainCo and ElectronicsCo arising out of, in connection with, or in relation to this power of attorney or any of the matters set forth herein, including with respect to the interpretation, performance, nonperformance, validity or breach thereof, and including, but not limited to, any question of the Arbitral Tribunal's jurisdiction, the existence, scope or validity of this arbitration agreement or the arbitrability of any claim, shall be resolved pursuant to and in accordance with the dispute resolution provisions set forth in Article X of the SDA.

GOVERNING LAW

4. The parties hereto agree that this power of attorney and the powers granted herein are governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof, and permitted under the relevant provisions of the Delaware General Corporation law, including Del. Code Ann. tit. 8, § 122, §141, and all other applicable laws that authorize the creation, delegation and enforcement of powers of attorney for commercial and corporate purposes.

[*Signature Page Follows*]

IN WITNESS WHEREOF, ElectronicsCo, on behalf of itself and the other members of its Group (and its and their past, present and future Affiliates), has caused this power of attorney to be executed, effective as of this 30th day of October, 2025.

QNITY ELECTRONICS, INC.

By: /s/ Peter W. Hennessey
Name: Peter W. Hennessey
Title: SVP & General Counsel

Acknowledged and Agreed:

DUPONT DE NEMOURS, INC.

By: /s/ Erik T. Hoover
Name: Erik T. Hoover
Title: SVP & General Counsel

IN PRESENCE OF:

State of Delaware County of New Castle.

This instrument was acknowledged before me on October 30, 2025 (date) by Erik T. Hoover and Peter W. Hennessey (name(s) of person(s)) as SVP & General Counsel (type of authority, *e.g.*, officer, trustee, etc.) of DuPont de Nemours, Inc. and Qnity Electronics, Inc., respectively (name of party on behalf of whom the instrument was executed).

/s/ Marlene Zimmerman
Signature of notarial officer

(Seal, if any)
[SEAL]

Exec. Asst / Notary
Title (and Rank)
My commission expires: February 19, 2028

Exhibit B

SERIES A PREFERRED STOCK CERTIFICATE OF DESIGNATION

[*See attached.*]

CERTIFICATE OF DESIGNATION OF
SERIES A PREFERRED STOCK OF
QNITY ELECTRONICS, INC.

Pursuant to Sections 103, 141 and 151 of the
General Corporation Law of the State of Delaware

Qnity Electronics, Inc., a Delaware corporation (the "Company"), certifies that pursuant to the authority contained in its Amended and Restated Certificate of Incorporation (as amended or restated from time to time, the "Certificate of Incorporation"), and in accordance with the provisions of Sections 103, 141 and 151 of the General Corporation Law of the State of Delaware (the "DGCL"), the Board of Directors of the Company (the "Board of Directors"), on October 15, 2025, duly approved and adopted the following resolution, which resolution remains in full force and effect on the date hereof:

RESOLVED, that pursuant to the authority of the Board of Directors conferred by the Certificate of Incorporation and applicable law, a series of preferred stock of the Company ("Preferred Stock") be, and hereby is, authorized, designated and created, effective as of 11:59 p.m., New York City Time, on October 31, 2025 (the "Effective Time"), and that the voting powers, designations, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof, of the shares of such series of Preferred Stock, in addition to any provisions set forth in the Certificate of Incorporation that are applicable to such series of Preferred Stock or the Preferred Stock of the Company of all classes and series, are as follows:

Section 1. Designation. The shares of such series of Preferred Stock shall be designated as "Series A Preferred Stock" having a par value of $1,500,000.00 per share (the "Series A Preferred Stock"), with a liquidation preference amount of $1,500,000.00 per share (the "Liquidation Preference"). For the avoidance of doubt, the Liquidation Preference shall not be subject to any upward or downward adjustment, except as set forth in Section 14(a). The Series A Preferred Stock shall rank, with respect to payment of dividends and distributions, and the distribution of assets upon the voluntary or involuntary liquidation, winding-up or dissolution (a "Liquidation") of the Company, (a) senior to the common stock having a par value of $0.01 per share of the Company (the "Common Stock"), whether now outstanding or hereafter issued, and to each other class or series of stock of the Company (including, without limitation, any class or series of Preferred Stock established after Effective Time by the Board of Directors) the terms of which do not expressly provide that such class or series ranks senior to, or *pari passu* with, the Series A Preferred Stock as to payment of dividends and distributions, and the distribution of assets upon the Liquidation of the Company (collectively, "Junior Stock"); (b) *pari passu* with each other class or series of stock of the Company (including, without limitation, any class or series of Preferred Stock established after the Effective Time by the Board of Directors) the terms of which expressly provide that such class or series ranks *pari passu* with the Series A Preferred Stock as to payment of dividends and distributions, and the distribution of assets upon any Liquidation of the Company (collectively, "Parity Stock"); and (c) junior to each other class or series of stock of the Company (including, without limitation, any class or series of Preferred Stock established after the Effective Time by the Board of Directors) the terms of which expressly provide that such class or series ranks senior to the Series A Preferred Stock as to payment of dividends and distributions, and the distribution of assets upon any Liquidation of the Company (collectively, "Senior Stock"). The Company's ability to issue Parity Stock and Senior Stock shall be subject to the provisions of Section 5.

Section 2. Number of Shares. The number of authorized shares of Series A Preferred Stock shall be one (1). Such number may, from time to time, be increased (but not in excess of the total number of authorized shares of Preferred Stock) or decreased (but not below the number of shares of Series A Preferred Stock then outstanding) by further resolution duly adopted by the Board of Directors and in a manner permitted by the DGCL and the terms provided herein (including, without limitation, Section 5).

Section 3. Dividends.

(a) Rate. Holders of shares of Series A Preferred Stock shall be entitled to receive cash dividends on the Series A Preferred Stock at a rate per annum of eight percent (8%) (the "Dividend Rate") per share on the sum of (x) the Liquidation Preference *plus* (y) all accrued and unpaid dividends with respect to such share for all prior Dividend Payment Periods (as defined below). Dividends shall be cumulative and payable quarterly on the fifteenth (15th) calendar day (or the following Business Day if the fifteenth (15th) calendar day is not a Business Day) of January, April, July and October of each year (commencing on January 15, 2026) (each such date, a "Dividend Payment Date", and the period from and including the date of the Effective Time to the first Dividend Payment Date and each such quarterly period thereafter beginning on the day after the immediately preceding Dividend Payment Date and ending on and including the immediately following Dividend Payment Date are each referred to herein as a "Dividend Payment Period"); provided that if the declaration and payment of such dividends is not permitted under applicable law because the Company does not have sufficient profits, surplus or other

funds legally available for the payment of such dividends, such dividends shall not be required to be declared or be paid or payable on such Dividend Payment Date, and instead, such dividends shall be declared, become payable and be paid on the first succeeding Dividend Payment Date on which the Company is not prohibited under applicable law from declaring and paying such dividends (and, for the avoidance of doubt, such dividends shall be payable in addition to, and not in lieu of, any dividends which would otherwise be payable on such succeeding Dividend Payment Date); provided, further, that accrued and unpaid dividends for any prior quarterly Dividend Payment Period may be paid at any time. Dividends, whether or not declared by the Board of Directors and whether or not there are profits, surplus or other funds of the Company legally available therefor, will accrue at the Dividend Rate on a daily basis from and including the date of the Effective Time and computed on the basis of a 365-day year and the actual number of days elapsed for any Dividend Payment Period.

(b) Payment. The Company shall either pay the dividends payable on each Dividend Payment Date entirely in cash or, if the Company does not pay such dividends entirely in cash on any Dividend Payment Date, then such accrued and unpaid dividends on each share of Series A Preferred Stock shall be accumulated and shall remain as an amount of accrued and unpaid Dividends on such share until paid in cash to the Holder thereof. Dividends shall accumulate whether or not in any Dividend Payment Period there have been profits, surplus or other funds of the Company legally available for the payment of such dividends. If the Company does not pay Dividends accrued during the preceding Dividend Payment Period(s) entirely in cash on any Dividend Payment Date, then, not less than five (5) days following such Dividend Payment Date, the Company (or its transfer agent) shall provide to the Holders of record as of the applicable Dividend Record Date (as defined below), by first class mail, postage prepaid, and e-mail addressed to the Holders of record at their respective last addresses and e-mails appearing on the stock records, stock ledger or books of the Company, a statement setting forth the aggregate amount of accrued and unpaid dividends for such Dividend Payment Period and all prior Dividend Payment Periods with respect to each share of Series A Preferred Stock. Each dividend paid in cash shall be paid by wire transfer in immediately available funds to the account(s) designated by each Holder in writing given to the Company from time to time.

(c) Record Date. Dividends shall be payable (i) in the case of dividends paid in cash on a Dividend Payment Date, to the Holders of record at the close of business on the last Business Day of the calendar month immediately preceding the month during which the Dividend Payment Date falls, and (ii) in the case of dividends that are initially not paid in cash and instead accumulated and subsequently paid upon a payment date established by the Company for such purpose, to the Holders of record the date that is ten (10) days prior to the applicable payment date of such accumulated and unpaid dividends (each such record date, a "Dividend Record Date"). For clarity, in the case of payments pursuant to Section 4 in connection with a Liquidation, such payments (including, without limitation, in respect of dividends that are initially not paid in cash and instead accumulated) shall be made to Holders in accordance with such section.

(d) Payment Restrictions. No dividends or other distributions (other than a dividend or distribution payable solely in shares of Parity Stock or Junior Stock (in the case of Parity Stock) or Junior Stock (in the case of Junior Stock) and other than cash paid in lieu of fractional shares) may be declared, made or paid, or set apart for payment upon, any Parity Stock or Junior Stock, nor may any Parity Stock or Junior Stock be redeemed, purchased or otherwise acquired for any consideration (or any money paid to or made available for a sinking fund for the redemption of any Parity Stock or Junior Stock) by or on behalf of the Company (except by conversion into or exchange for shares of Parity Stock or Junior Stock (in the case of Parity Stock) or Junior Stock (in the case of Junior Stock)), unless all accrued and unpaid dividends shall have been or contemporaneously are declared and paid, or are declared and a sum of cash sufficient for the payment thereof is set apart in a segregated account for such payment, on all issued and outstanding Series A Preferred Stock and any Parity Stock for all Dividend Payment Periods ending on or prior to the date of such declaration, payment, redemption, purchase or acquisition. Notwithstanding the foregoing, if full cumulative and unpaid dividends have not been paid on the Series A Preferred Stock and any Parity Stock, dividends may be declared and paid on the Series A Preferred Stock and such Parity Stock so long as the dividends are declared and paid pro rata so that the per share amount of dividends declared on the Series A Preferred Stock and such Parity Stock will in all cases bear to each other the same ratio that accrued and unpaid dividends per share on the shares of Series A Preferred Stock and such other Parity Stock bear to each other. Subject to the foregoing, dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock and any Parity Stock or Junior Stock, from time to time out of the funds of the Company legally available therefor, and the Series A Preferred Stock shall not be entitled to participate in any such dividends.

(e) Payment Default. If at any time the dividends on the shares of Series A Preferred Stock contemplated by this Section 3 shall be in arrears in an amount equal to one (1) quarterly dividend thereon, then during the period from the occurrence of such event until such time as all accrued and unpaid dividends for all previous Dividend Payment Periods and for the current Dividend Payment Period on all shares of Series A Preferred Stock then outstanding shall have been declared and paid or set apart for payment, any dividends otherwise payable on such Dividend Payment Periods on the Series A Preferred Stock shall continue to accrue and cumulate at a rate per annum of the Dividend Rate, *plus* five percent (5%), during such period, payable quarterly in arrears on each Dividend Payment Date.

Section 4. Liquidation Preference. In the event of any Liquidation of the Company, each Holder shall be entitled to receive out of the assets of the Company or proceeds thereof available for distribution to stockholders of the Company (whether capital or surplus), before any distribution of assets is made on the Common Stock or any other Junior Stock, an amount per share of Series A Preferred Stock held by such Holder equal to the sum of (x) the Liquidation Preference *plus* (y) all accrued and unpaid dividends with respect to such share through and including the date of such Liquidation of the Company. If undertaken in compliance with Section 5, none of (i) the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the business, property or assets of the Company (other than in connection with the Liquidation of the Company), (ii) the merger, division, conversion or consolidation of the Company into or with any other Person or (iii) the merger, division, conversion or consolidation of any other Person into or with the Company, shall constitute a Liquidation of the Company for the purposes of the immediately preceding sentence.

If the assets of the Company available for distribution to the Holders upon any Liquidation of the Company shall be insufficient to pay in full all amounts to which such Holders are entitled pursuant to this Section 4, no such distribution shall be made on account of any shares of Parity Stock upon such Liquidation unless proportionate distributable amounts shall be paid on account of the shares of Series A Preferred Stock, ratably, in proportion to the full distributable amounts for which such Holders and holders of any Parity Stock are entitled upon such Liquidation, with the amount allocable to each class or series of such stock determined on a pro rata basis of the aggregate liquidation preference of the outstanding shares of each class or series and accrued and unpaid dividends to which each class or series is entitled.

After the payment to the Holders of the full preferential amounts provided for in this Section 4, such Holders shall have no right or claim in their capacity as Holders to any of the remaining assets of the Company. The Holders shall not be entitled to any further payments in their capacity as Holders in the event of any Liquidation other than what is expressly provided for in this Section 4.

Section 5. Voting Rights.

(a) Holders of shares of Series A Preferred Stock will not have any voting rights, except for (i) the voting rights, if any, required by law or the Certificate of Incorporation, including the right to vote, together with the common stock of the Company as a single class, on the removal or election of any directors of the Board of Directors for which each outstanding share of Series A Preferred Stock will be entitled to one (1) vote, and (ii) the voting rights described in this Section 5. So long as any shares of Series A Preferred Stock are outstanding, in addition to clause (i) of the immediately preceding sentence, the prior express and unanimous affirmative vote or written consent of all of the Holders, voting or consenting separately as a single class, shall be required to:

(i) amend, alter, change, modify, supplement, repeal or adopt any provision of this Certificate of Designation, directly or indirectly (including, without limitation, through any merger, combination, consolidation, tender offer, scheme of arrangement, sale, disposition, divestiture, acquisition, purchase, settlement, exchange (including, without limitation, any exchange for securities or other obligations or instruments (including, without limitation, equity-linked, derivative, synthetic or otherwise)), conversion (statutory or otherwise), swap, transfer, assignment, delegation, issuance, dividend, continuance, reclassification, stock split, recapitalization, reorganization, dissolution, termination, restructuring, joint venture, strategic partnership, migration, change in jurisdiction, division (statutory or otherwise), demerger, spin-off, split-off, separation, dividend, distribution, rights offering, or other corporate action or event, including, without limitation, in a single transaction or a series of related transactions (each, a "Corporate Event"));

(ii) amend, alter, change, modify, supplement or repeal, or adopt any provision of the Certificate of Incorporation (including, without limitation, any certificate of designation relating to any series of Preferred Stock) or the Bylaws of the Company (as amended or restated from time to time, the "Bylaws") inconsistent with, directly or indirectly (including, without limitation, through any Corporate Event that would result in such amendment, alteration, change, modification, supplement, repeal or adoption), the following sections or articles of the Certificate of Incorporation: Section (A) or Section (B) of Article III, Article IV, Section (A) or Section (B) of Article V, Article VIII, Article IX or Article X; or Section 7.2 of the Bylaws; other than, in each case, any such amendment, alteration, change, modification, supplement, repeal or adoption effective prior to 12:03 a.m., New York City Time, on November 1, 2025 (the "Distribution Effective Time");

(iii) amend, alter, change, modify, supplement, repeal or adopt any provision of the Certificate of Incorporation or the Bylaws, directly or indirectly (including, without limitation, through any Corporate Event that would result in such amendment, alteration, change, modification, supplement, repeal or adoption), in a manner that circumvents, revokes, impairs, negates, supersedes, prohibits, restricts, diminishes, hinders, prevents, interferes with or otherwise adversely affects any of the powers, designations, preferences, privileges, protections or rights of the Holders of shares of Series of Series A Preferred Stock;

(iv) amend, alter, change, modify, supplement, repeal or adopt any provision of the Certificate of Incorporation, directly or indirectly (including, without limitation, through any Corporate Event that would result in such amendment, alteration, change, modification, supplement, repeal or adoption), or take or attempt to take any action, enter into any agreement, contract or other arrangement, or consummate any transaction (including, without limitation, any financing transaction or other Corporate Event), after the Distribution Effective Time, in a manner that results in shares of the Series A Preferred Stock no longer being outstanding or no longer being held (either beneficially or of record) by the Trust (as defined below);

(v) issue or increase the authorized amount of shares of Series A Preferred Stock, or authorize, create, issue or enter into any obligation, instrument or security (including, without limitation, equity-linked, derivative, synthetic or otherwise) convertible into, exercisable or exchangeable for, or evidencing a right to purchase or acquire, any shares of Series A Preferred Stock, other than the initial issuance of one (1) share of Series A Preferred Stock to DuPont de Nemours, Inc. ("DuPont") following the Effective Time but before the Distribution Effective Time, and immediately thereafter but before the Distribution Effective Time, the contribution of such one (1) share of Series A Preferred Stock from DuPont to the Trust;

(vi) authorize, create, designate or issue any series or class of securities of the Company, including, without limitation, any series or class of other Preferred Stock or debt security, that has powers, designations, preferences, privileges, protections or rights that circumvent, revoke, impair, negate, supersede, prohibit, restrict, diminish, hinder, prevent, interfere with or otherwise adversely affect any of the powers, designations, preferences, privileges, protections or rights of the Series A Preferred Stock;

(vii) reclassify, alter or amend any existing Parity Stock or Junior Stock if such reclassification, alteration or amendment would result in such Parity Stock or Junior Stock becoming Senior Stock or Parity Stock, respectively;

(viii) amend, alter, change, modify, supplement, repeal or adopt any provision of the Certificate of Incorporation, directly or indirectly (including, without limitation, through any Corporate Event that would result in such amendment, alteration, change, modification, supplement, repeal or adoption), in a manner that results in the Company being incorporated or formed under the laws of any jurisdiction other than the State of Delaware;

(ix) convert the Company into, or causing its legal form, jurisdiction or existence to be, any other type of entity, including, without limitation, a partnership, limited partnership, limited liability partnership, limited liability limited partnership, general partnership, non-profit corporation, public benefit corporation, statutory trust or limited liability company, other than a Delaware for-profit corporation; or

(x) take or attempt to take any action, enter into any agreement, contract or other arrangement, or consummate any transaction (including, without limitation, any financing transaction or other Corporate Event), after the Effective Time, that circumvents, revokes, impairs, negates, supersedes, prohibits, restricts, diminishes, hinders, prevents, interferes with or otherwise adversely affects any of the powers, designations, preferences, privileges, protections or rights of the Series A Preferred Stock; provided that, in the case of a Corporate Event that results in the direct or indirect assignment, assumption, allocation, delegation or transfer, in whole or in part, whether voluntarily, involuntarily, by operation of law or otherwise, of any agreement, contract or other arrangement between the Company and DuPont that assigns or allocates (whether as a legal or economic matter) Percentage Based Liabilities (as defined in the Certificate of Incorporation) between the Company and DuPont, and/or their respective subsidiaries, to a Person other than the Company, if (A) such assignee, recipient, delegatee or transferee of such agreement, contract or other arrangement (1) issues to the Holders a class or series of preference securities of such assignee, recipient, delegatee or transferee that has powers, designations, preferences, privileges, protections and rights that are identical to those of the Series A Preferred Stock set forth in this Certificate of Designation and the Certificate of Incorporation (including, for the avoidance of doubt, Section (A) and Section (B) of Article III, Article IV, Section (A) and Section (B) of Article V, Article VIII, Article IX and Article X of the Certificate of Incorporation), (2) includes such identical powers, designations, preferences, privileges, protections and rights (including the validity, enforceability, legality and effectiveness of such powers, designations, preferences, privileges, protections and rights) are set forth in the organizational and governing documents (including, without limitation, the certificate of incorporation and certificate of designation, if a corporation, or the equivalent organizational and governing documents of any other type of entity) of such assignee, recipient, delegatee or transferee, in form and substance satisfactory to the Holders of shares of the Series A Preferred Stock, and (3) irrevocably grants, on behalf of itself and its subsidiaries (and its and their past, present and future affiliates), DuPont a power of attorney, coupled with an interest, identical to the Power of Attorney (as defined in the Certificate of Incorporation), and (B) the Company (and its ultimate parent entity immediately following the consummation of such Corporate Event) provides a legally binding, absolute, irrevocable and unconditional guarantee of the obligations of such assignee, recipient, delegatee or transferee set forth in clause (A) of this Section 5(a)(x), in form and substance satisfactory to

the Holders of shares of the Series A Preferred Stock, then such Corporate Event shall not be deemed to circumvent, revoke, impair, negate, supersede, prohibit, restrict, diminish, hinder, prevent, interfere with or otherwise adversely affect any of the powers, designations, preferences, privileges, protections or rights of the Series A Preferred Stock.

Pursuant to this Certificate of Designation and the Certificate of Incorporation, each Holder of shares of Series A Preferred Stock may vote, withhold its vote, condition or refuse to vote, such shares, in each case, in its sole and absolute discretion, and each such Holder shall not have any duty (fiduciary or otherwise) to the Company or the other stockholders of the Company in making such determination or in making any other determination in his, her or its capacity as a Holder.

The Company shall (i) not, and shall cause its subsidiaries (including its and their past, current or future affiliates) not to, take any action, directly or indirectly (including, without limitation, through any Corporate Event) to circumvent, avoid or seek to circumvent or avoid the compliance, observance or performance of any of the terms of this Certificate of Designation and the Certificate of Incorporation (including, for the avoidance of doubt, Section (A) and Section (B) of Article III, Article IV, Section (A) and Section (B) of Article V, Article VIII, Article IX and Article X of the Certificate of Incorporation), and (ii) at all times in good faith carry out all of the provisions of this Certificate of Designation and the Certificate of Incorporation (including, for the avoidance of doubt, Section (A) and Section (B) of Article III, Article IV, Section (A) and Section (B) of Article V, Article VIII, Article IX and Article X of the Certificate of Incorporation) and take all action as may be required to protect any and all of the powers, designations, preferences, privileges, protections or rights of the Series A Preferred Stock.

(b) Any amendment, alteration, change, modification, supplement, repeal or adoption of any provision of this Certificate of Designation or the Certificate of Incorporation, directly or indirectly (including, without limitation, through any Corporate Event), or any other action, or attempt thereof, in each case requiring the prior affirmative and unanimous vote or written consent of all of the Holders pursuant to this Section 5, and any documentation thereof or related thereto, without the vote or written consent required under this Section 5, shall be expressly *ultra vires*, null and void *ab initio* and of no force or effect.

(c) Each Holder of shares of Series A Preferred Stock shall have one (1) vote per share of Series A Preferred Stock on any matter on which Holders of shares of Series A Preferred Stock are entitled to vote, whether separately or together with any other series or class of stock of the Company pursuant to applicable law or otherwise, including any action taken by written consent.

Section 6. Certain Corporate Events. Subject to Section 5, in the event the Company enters into, is a party to or is otherwise involved in, directly or indirectly, a Corporate Event that results in the direct or indirect assignment, assumption, allocation, delegation or transfer, in whole or in part, whether voluntarily, involuntarily, by operation of law or otherwise, of any agreement, contract or other arrangement between the Company and DuPont that assigns or allocates (whether as a legal or economic matter) Percentage Based Liabilities (as defined in the Certificate of Incorporation) between the Company and DuPont, and/or their respective subsidiaries, to a Person other than the Company, (a) the Company shall cause such assignee, recipient, delegatee or transferee of such agreement, contract or other arrangement (i) to issue to the Holders a class or series of preference securities of such assignee, recipient, delegatee or transferee that has the powers, designations, preferences, privileges, protections and rights that are identical to those of the Series A Preferred Stock set forth in this Certificate of Designation and the Certificate of Incorporation (including, for the avoidance of doubt, Section (A) and Section (B) of Article III, Article IV, Section (A) and Section (B) of Article V, Article VIII, Article IX and Article X of the Certificate of Incorporation), (ii) to include such identical powers, designations, preferences, privileges, protections and rights (including the validity, enforceability, legality and effectiveness of such powers, designations, preferences, privileges, protections and rights) in the organizational and governing documents (including, without limitation, the certificate of incorporation and certificate of designation, if a corporation, or the equivalent organizational and governing documents of any other type of entity) of such assignee, recipient, delegatee or transferee, in form and substance satisfactory to the Holders of shares of the Series A Preferred Stock, and (iii) to irrevocably grant, on behalf of itself and its subsidiaries (and its and their past, present and future affiliates), DuPont a power of attorney, coupled with an interest, identical to the Power of Attorney (as defined in the Certificate of Incorporation), and (b) the Company (and its ultimate parent entity immediately following the consummation of such Corporate Event) shall provide a legally binding, absolute, irrevocable and unconditional guarantee of the obligations of such assignee, recipient, delegatee or transferee set forth in clause (a) of this Section 6, in form and substance satisfactory to the Holders of shares of the Series A Preferred Stock. Unless such conditions set forth in clauses (a) and (b) of this Section 6 are satisfied, any such Corporate Event, or attempt thereof, and any documentation thereof or related thereto, shall be expressly *ultra vires*, null and void *ab initio* and of no force or effect.

Section 7. Action by Written Consent. Any action required or permitted to be taken by the Holders of shares of Series A Preferred Stock may be taken without a meeting if all Holders of shares of Series A Preferred Stock consent to the

action in writing, without prior notice. Such action by written consent shall be treated for all purposes as a vote taken at a meeting of Holders of shares of Series A Preferred Stock.

Section 8. Notice. Written notice of any event or action that could require a vote of the Holders of shares of Series A Preferred Stock under Section 5 shall be provided to all of the Holders of shares of Series A Preferred Stock and DuPont and at least sixty (60) days in advance of (x) any such event or such action being taken or (y) any stockholders' meeting being called, or any vote or consent being solicited from the stockholders of the Company, to approve, adopt or otherwise vote in any manner on any such event or action. In the event of a Liquidation, the Company shall, no later than two (2) days prior to the date the Board of Directors approves such action, or no later than five (5) days prior to any stockholders' meeting called, or any vote or consent being solicited from the stockholders of the Company, to approve, adopt or otherwise vote in any manner on such action, or within five (5) days of the commencement of any involuntary proceeding, whichever is earlier, provide each Holder of shares of Series A Preferred Stock and DuPont written notice of the proposed action. Each such written notice shall describe in reasonable detail the terms and conditions of such proposed event or action, including a description of the structure and timing of the proposed event or action, and any stock, cash or property to be received by the Holders of shares of Series A Preferred Stock upon the consummation of the proposed event or action, and the date of delivery thereof. If any change in the facts set forth in the initial notice shall occur, the Company shall promptly give written notice to each Holder of shares of Series A Preferred Stock of such change. The Company shall also provide to all of the Holders of shares of Series A Preferred Stock and DuPont a copy of any notice of stockholders' meeting and of any consent solicitation or proxy solicitation provided to the holders of any other series or class of capital stock of the Company substantially concurrently as such notice or solicitation provided to holders of such other series or class of capital stock of Company.

Section 9. Preemption and Conversion. Holders of shares of Series A Preferred Stock are not entitled to any preemptive, conversion or subscription rights in respect of any shares of capital stock or other securities of the Company.

Section 10. Maturity. The shares of Series A Preferred Stock shall be perpetual and shall not mature.

Section 11. Redemption. The Company may not, at any time or under any circumstances, redeem any outstanding shares of Series A Preferred Stock.

Section 12. Ownership.

(a) Certificates. Shares of Series A Preferred Stock may be certificated or uncertificated in accordance with the DGCL. To the extent any certificates are issued with respect to any shares of Series A Preferred Stock, every Holder represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and the Board of Directors, signed in the name of the Company by the Chairman of the Board of Directors or the Chief Executive Officer or a President or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company, representing the number of shares registered in certificate form held by such Holder. Any or all the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such Person were such officer, transfer agent or registrar at the date of issue.

(b) Record Ownership. A record of the name, address and e-mail of each Holder, each certificate (if applicable) held by such Holder, the number of shares represented thereby (if certificated) or owned by such Holder, and the dates of issue thereof shall be made on the Company's books. The initial Holder of record of all of the issued and outstanding one (1) share of the Series A Preferred Stock was DuPont de Nemours, Inc., which transferred all of its shares of Series A Preferred Stock (immediately following the issuance thereof) to the Novus 2025 Trust (the "Trust"). The Company shall be entitled to treat the Holder of record of any share of Series A Preferred Stock as the Holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other Person, whether or not it shall have express or other notice thereof, except as required by the laws of the State of Delaware. If certificated, the certificates of the Series A Preferred Stock shall be numbered consecutively.

(c) Transfer of Ownership. The shares of Series A Preferred Stock have not been registered under the Securities Act or any other applicable securities laws and may not be offered or sold except in compliance with the registration requirements of the Securities Act and any other applicable securities laws, or pursuant to an exemption from registration under the Securities Act and any other applicable securities laws, or in a transaction not subject to such laws. Subject to applicable laws, transfers of shares of Series A Preferred Stock shall be made on the books of the Company only by direction of the registered Holder thereof, lawfully constituted in writing, and, if such shares are represented by a certificate, only upon the surrender to the Company or its transfer agent or other designated agent of the certificate representing such shares properly

endorsed or accompanied by a properly executed written assignment of the shares evidenced thereby, which certificate shall be canceled before a new certificate or uncertificated shares are issued.

(d) Lost Certificates. If any of the Series A Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Company shall issue, in exchange and in substitution for and upon cancellation of the mutilated Series A Preferred Stock certificate, or in lieu of and substitution for the Series A Preferred Stock certificate lost, stolen or destroyed, a new Series A Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Series A Preferred Stock, but only upon receipt of an affidavit as to such Holder's ownership of the certificate and of the facts which go to prove its mutilation, loss, theft or destruction

Section 13. Definitions. As used herein, the following terms shall have the following respective meanings; provided, that any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Certificate of Incorporation:

(a) "Business Day" means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by law to be closed in The City of New York.

(b) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(c) "Holder" means a holder of shares of Series A Preferred Stock.

(d) "Person" means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.

(e) "Securities Act" means the Securities Act of 1933, as amended.

Section 14. Miscellaneous.

(a) The amounts to be paid or set aside for payment as provided for in Section 3 and Section 4 shall be proportionately increased or decreased in inverse relation to the change in the number of outstanding shares of Series A Preferred Stock resulting from any stock dividend, stock split, reverse stock split, stock consolidation, subdivision, reclassification, reorganization, recapitalization, combination or other similar event involving a change in the capital structure of the Series A Preferred Stock. For the avoidance of doubt, any such events shall be subject to any vote required under Section 5.

(b) Subject to applicable escheat laws, any monies set aside by the Company in respect of any payment with respect to shares of the Series A Preferred Stock, or dividends thereon, and unclaimed at the end of two (2) years from the date upon which such payment is due and payable shall revert to the general funds of the Company, after which reversion the Holders of such shares shall look only to the general funds of the Company for the payment thereof. Any interest accrued on funds so deposited shall be paid to the Company from time to time.

(c) Except as may otherwise be required by law, the shares of Series A Preferred Stock shall not have any voting powers, designations, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than those specifically set forth in this Certificate of Designation.

(d) The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(e) If any of the voting powers, designations, preferences or relative, participating, optional or other special rights of the Series A Preferred Stock, or qualifications, limitations or restrictions thereof set forth herein, is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, designations, preferences and relative, participating, optional and other special rights of Series A Preferred Stock, and qualifications, limitations and restrictions thereof set forth herein, which can be given effect without the invalid, unlawful or unenforceable voting powers, designations, preferences and relative, participating, optional and other special rights of Series A Preferred Stock, and qualifications, limitations and restrictions thereof, shall, nevertheless, remain in full force and effect, and no voting powers, designations, preferences or relative, participating, optional or other special rights of Series A Preferred Stock, and qualifications, limitations and restrictions thereof set forth herein, shall be deemed dependent upon any other such voting powers, designations, preferences and relative, participating, optional and other special rights of Series A Preferred Stock, and qualifications, limitations and restrictions thereof, unless so expressed herein.

(f) Any waiver by a Holder of a breach of any provision of this Certificate of Designation (or any related provision of the Certificate of Incorporation) shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or the Certificate of Incorporation or a waiver by any other Holders. The failure of a Holder to insist upon strict adherence to any term of this Certificate of Designation (or any related term under the Certificate of Incorporation) on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation or the Certificate of Incorporation on any other occasion.

(g) Whenever possible, each provision hereof shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions hereof. If a court of competent jurisdiction should determine that a provision hereof would be valid or enforceable if a period of time were extended or shortened or a particular percentage were increased or decreased, then such court may make such change as shall be necessary to render the provision in question effective and valid under applicable law. Any principles under applicable law requiring the construction of ambiguity against (i) the creation or expansion of preferential rights or (ii) the Person who has drafted the applicable provision shall not apply to any provision of this Certificate of Designation (or any related provision of the Certificate of Incorporation).

IN WITNESS WHEREOF, the Company has caused this Certificate of Designation to be duly executed this 31st day of October, 2025.

QNITY ELECTRONICS, INC.

By: /s/ Jon D. Kemp
Name: Jon D. Kemp
Title: Chief Executive Officer

[*Signature Page to Series A Preferred Stock Certificate of Designation*]

CERTIFICATE OF DESIGNATION OF
SERIES A PREFERRED STOCK OF
QNITY ELECTRONICS, INC.

Pursuant to Sections 103, 141 and 151 of the
General Corporation Law of the State of Delaware

Qnity Electronics, Inc., a Delaware corporation (the "Company"), certifies that pursuant to the authority contained in its Amended and Restated Certificate of Incorporation (as amended or restated from time to time, the "Certificate of Incorporation"), and in accordance with the provisions of Sections 103, 141 and 151 of the General Corporation Law of the State of Delaware (the "DGCL"), the Board of Directors of the Company (the "Board of Directors"), on October 15, 2025, duly approved and adopted the following resolution, which resolution remains in full force and effect on the date hereof:

RESOLVED, that pursuant to the authority of the Board of Directors conferred by the Certificate of Incorporation and applicable law, a series of preferred stock of the Company ("Preferred Stock") be, and hereby is, authorized, designated and created, effective as of 11:59 p.m., New York City Time, on October 31, 2025 (the "Effective Time"), and that the voting powers, designations, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof, of the shares of such series of Preferred Stock, in addition to any provisions set forth in the Certificate of Incorporation that are applicable to such series of Preferred Stock or the Preferred Stock of the Company of all classes and series, are as follows:

Section 1. Designation. The shares of such series of Preferred Stock shall be designated as "Series A Preferred Stock" having a par value of $1,500,000.00 per share (the "Series A Preferred Stock"), with a liquidation preference amount of $1,500,000.00 per share (the "Liquidation Preference"). For the avoidance of doubt, the Liquidation Preference shall not be subject to any upward or downward adjustment, except as set forth in Section 14(a). The Series A Preferred Stock shall rank, with respect to payment of dividends and distributions, and the distribution of assets upon the voluntary or involuntary liquidation, winding-up or dissolution (a "Liquidation") of the Company, (a) senior to the common stock having a par value of $0.01 per share of the Company (the "Common Stock"), whether now outstanding or hereafter issued, and to each other class or series of stock of the Company (including, without limitation, any class or series of Preferred Stock established after Effective Time by the Board of Directors) the terms of which do not expressly provide that such class or series ranks senior to, or *pari passu* with, the Series A Preferred Stock as to payment of dividends and distributions, and the distribution of assets upon the Liquidation of the Company (collectively, "Junior Stock"); (b) *pari passu* with each other class or series of stock of the Company (including, without limitation, any class or series of Preferred Stock established after the Effective Time by the Board of Directors) the terms of which expressly provide that such class or series ranks *pari passu* with the Series A Preferred Stock as to payment of dividends and distributions, and the distribution of assets upon any Liquidation of the Company (collectively, "Parity Stock"); and (c) junior to each other class or series of stock of the Company (including, without limitation, any class or series of Preferred Stock established after the Effective Time by the Board of Directors) the terms of which expressly provide that such class or series ranks senior to the Series A Preferred Stock as to payment of dividends and distributions, and the distribution of assets upon any Liquidation of the Company (collectively, "Senior Stock"). The Company's ability to issue Parity Stock and Senior Stock shall be subject to the provisions of Section 5.

Section 2. Number of Shares. The number of authorized shares of Series A Preferred Stock shall be one (1). Such number may, from time to time, be increased (but not in excess of the total number of authorized shares of Preferred Stock) or decreased (but not below the number of shares of Series A Preferred Stock then outstanding) by further resolution duly adopted by the Board of Directors and in a manner permitted by the DGCL and the terms provided herein (including, without limitation, Section 5).

Section 3. Dividends.

(a) Rate. Holders of shares of Series A Preferred Stock shall be entitled to receive cash dividends on the Series A Preferred Stock at a rate per annum of eight percent (8%) (the "Dividend Rate") per share on the sum of (x) the Liquidation Preference *plus* (y) all accrued and unpaid dividends with respect to such share for all prior Dividend Payment Periods (as defined below). Dividends shall be cumulative and payable quarterly on the fifteenth (15th) calendar day (or the following Business Day if the fifteenth (15th) calendar day is not a Business Day) of January, April, July and October of each year (commencing on January 15, 2026) (each such date, a "Dividend Payment Date", and the period from and including the date of the Effective Time to the first Dividend Payment Date and each such quarterly period thereafter beginning on the day after the immediately preceding Dividend Payment Date and ending on and including the immediately following Dividend Payment Date are each referred to herein as a "Dividend Payment Period"); provided that if the declaration and payment of such dividends is not permitted under applicable law because the Company does not have sufficient profits, surplus or other funds

legally available for the payment of such dividends, such dividends shall not be required to be declared or be paid or payable on such Dividend Payment Date, and instead, such dividends shall be declared, become payable and be paid on the first succeeding Dividend Payment Date on which the Company is not prohibited under applicable law from declaring and paying such dividends (and, for the avoidance of doubt, such dividends shall be payable in addition to, and not in lieu of, any dividends which would otherwise be payable on such succeeding Dividend Payment Date); provided, further, that accrued and unpaid dividends for any prior quarterly Dividend Payment Period may be paid at any time. Dividends, whether or not declared by the Board of Directors and whether or not there are profits, surplus or other funds of the Company legally available therefor, will accrue at the Dividend Rate on a daily basis from and including the date of the Effective Time and computed on the basis of a 365-day year and the actual number of days elapsed for any Dividend Payment Period.

(b) Payment. The Company shall either pay the dividends payable on each Dividend Payment Date entirely in cash or, if the Company does not pay such dividends entirely in cash on any Dividend Payment Date, then such accrued and unpaid dividends on each share of Series A Preferred Stock shall be accumulated and shall remain as an amount of accrued and unpaid Dividends on such share until paid in cash to the Holder thereof. Dividends shall accumulate whether or not in any Dividend Payment Period there have been profits, surplus or other funds of the Company legally available for the payment of such dividends. If the Company does not pay Dividends accrued during the preceding Dividend Payment Period(s) entirely in cash on any Dividend Payment Date, then, not less than five (5) days following such Dividend Payment Date, the Company (or its transfer agent) shall provide to the Holders of record as of the applicable Dividend Record Date (as defined below), by first class mail, postage prepaid, and e-mail addressed to the Holders of record at their respective last addresses and e-mails appearing on the stock records, stock ledger or books of the Company, a statement setting forth the aggregate amount of accrued and unpaid dividends for such Dividend Payment Period and all prior Dividend Payment Periods with respect to each share of Series A Preferred Stock. Each dividend paid in cash shall be paid by wire transfer in immediately available funds to the account(s) designated by each Holder in writing given to the Company from time to time.

(c) Record Date. Dividends shall be payable (i) in the case of dividends paid in cash on a Dividend Payment Date, to the Holders of record at the close of business on the last Business Day of the calendar month immediately preceding the month during which the Dividend Payment Date falls, and (ii) in the case of dividends that are initially not paid in cash and instead accumulated and subsequently paid upon a payment date established by the Company for such purpose, to the Holders of record the date that is ten (10) days prior to the applicable payment date of such accumulated and unpaid dividends (each such record date, a "Dividend Record Date"). For clarity, in the case of payments pursuant to Section 4 in connection with a Liquidation, such payments (including, without limitation, in respect of dividends that are initially not paid in cash and instead accumulated) shall be made to Holders in accordance with such section.

(d) Payment Restrictions. No dividends or other distributions (other than a dividend or distribution payable solely in shares of Parity Stock or Junior Stock (in the case of Parity Stock) or Junior Stock (in the case of Junior Stock) and other than cash paid in lieu of fractional shares) may be declared, made or paid, or set apart for payment upon, any Parity Stock or Junior Stock, nor may any Parity Stock or Junior Stock be redeemed, purchased or otherwise acquired for any consideration (or any money paid to or made available for a sinking fund for the redemption of any Parity Stock or Junior Stock) by or on behalf of the Company (except by conversion into or exchange for shares of Parity Stock or Junior Stock (in the case of Parity Stock) or Junior Stock (in the case of Junior Stock)), unless all accrued and unpaid dividends shall have been or contemporaneously are declared and paid, or are declared and a sum of cash sufficient for the payment thereof is set apart in a segregated account for such payment, on all issued and outstanding Series A Preferred Stock and any Parity Stock for all Dividend Payment Periods ending on or prior to the date of such declaration, payment, redemption, purchase or acquisition. Notwithstanding the foregoing, if full cumulative and unpaid dividends have not been paid on the Series A Preferred Stock and any Parity Stock, dividends may be declared and paid on the Series A Preferred Stock and such Parity Stock so long as the dividends are declared and paid pro rata so that the per share amount of dividends declared on the Series A Preferred Stock and such Parity Stock will in all cases bear to each other the same ratio that accrued and unpaid dividends per share on the shares of Series A Preferred Stock and such other Parity Stock bear to each other. Subject to the foregoing, dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock and any Parity Stock or Junior Stock, from time to time out of the funds of the Company legally available therefor, and the Series A Preferred Stock shall not be entitled to participate in any such dividends.

(e) Payment Default. If at any time the dividends on the shares of Series A Preferred Stock contemplated by this Section 3 shall be in arrears in an amount equal to one (1) quarterly dividend thereon, then during the period from the occurrence of such event until such time as all accrued and unpaid dividends for all previous Dividend Payment Periods and for the current Dividend Payment Period on all shares of Series A Preferred Stock then outstanding shall have been declared and paid or set apart for payment, any dividends otherwise payable on such Dividend Payment Periods on the Series A Preferred Stock shall continue to accrue and cumulate at a rate per annum of the Dividend Rate, *plus* five percent (5%), during such period, payable quarterly in arrears on each Dividend Payment Date.

Section 4. Liquidation Preference. In the event of any Liquidation of the Company, each Holder shall be entitled to receive out of the assets of the Company or proceeds thereof available for distribution to stockholders of the Company (whether capital or surplus), before any distribution of assets is made on the Common Stock or any other Junior Stock, an amount per share of Series A Preferred Stock held by such Holder equal to the sum of (x) the Liquidation Preference *plus* (y) all accrued and unpaid dividends with respect to such share through and including the date of such Liquidation of the Company. If undertaken in compliance with Section 5, none of (i) the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the business, property or assets of the Company (other than in connection with the Liquidation of the Company), (ii) the merger, division, conversion or consolidation of the Company into or with any other Person or (iii) the merger, division, conversion or consolidation of any other Person into or with the Company, shall constitute a Liquidation of the Company for the purposes of the immediately preceding sentence.

If the assets of the Company available for distribution to the Holders upon any Liquidation of the Company shall be insufficient to pay in full all amounts to which such Holders are entitled pursuant to this Section 4, no such distribution shall be made on account of any shares of Parity Stock upon such Liquidation unless proportionate distributable amounts shall be paid on account of the shares of Series A Preferred Stock, ratably, in proportion to the full distributable amounts for which such Holders and holders of any Parity Stock are entitled upon such Liquidation, with the amount allocable to each class or series of such stock determined on a pro rata basis of the aggregate liquidation preference of the outstanding shares of each class or series and accrued and unpaid dividends to which each class or series is entitled.

After the payment to the Holders of the full preferential amounts provided for in this Section 4, such Holders shall have no right or claim in their capacity as Holders to any of the remaining assets of the Company. The Holders shall not be entitled to any further payments in their capacity as Holders in the event of any Liquidation other than what is expressly provided for in this Section 4.

Section 5. Voting Rights.

(a) Holders of shares of Series A Preferred Stock will not have any voting rights, except for (i) the voting rights, if any, required by law or the Certificate of Incorporation, including the right to vote, together with the common stock of the Company as a single class, on the removal or election of any directors of the Board of Directors for which each outstanding share of Series A Preferred Stock will be entitled to one (1) vote, and (ii) the voting rights described in this Section 5. So long as any shares of Series A Preferred Stock are outstanding, in addition to clause (i) of the immediately preceding sentence, the prior express and unanimous affirmative vote or written consent of all of the Holders, voting or consenting separately as a single class, shall be required to:

(i) amend, alter, change, modify, supplement, repeal or adopt any provision of this Certificate of Designation, directly or indirectly (including, without limitation, through any merger, combination, consolidation, tender offer, scheme of arrangement, sale, disposition, divestiture, acquisition, purchase, settlement, exchange (including, without limitation, any exchange for securities or other obligations or instruments (including, without limitation, equity-linked, derivative, synthetic or otherwise)), conversion (statutory or otherwise), swap, transfer, assignment, delegation, issuance, dividend, continuance, reclassification, stock split, recapitalization, reorganization, dissolution, termination, restructuring, joint venture, strategic partnership, migration, change in jurisdiction, division (statutory or otherwise), demerger, spin-off, split-off, separation, dividend, distribution, rights offering, or other corporate action or event, including, without limitation, in a single transaction or a series of related transactions (each, a "Corporate Event"));

(ii) amend, alter, change, modify, supplement or repeal, or adopt any provision of the Certificate of Incorporation (including, without limitation, any certificate of designation relating to any series of Preferred Stock) or the Bylaws of the Company (as amended or restated from time to time, the "Bylaws") inconsistent with, directly or indirectly (including, without limitation, through any Corporate Event that would result in such amendment, alteration, change, modification, supplement, repeal or adoption), the following sections or articles of the Certificate of Incorporation: Section (A) or Section (B) of Article III, Article IV, Section (A) or Section (B) of Article V, Article VIII, Article IX or Article X; or Section 7.2 of the Bylaws; other than, in each case, any such amendment, alteration, change, modification, supplement, repeal or adoption effective prior to 12:03 a.m., New York City Time, on November 1, 2025 (the "Distribution Effective Time");

(iii) amend, alter, change, modify, supplement, repeal or adopt any provision of the Certificate of Incorporation or the Bylaws, directly or indirectly (including, without limitation, through any Corporate Event that would result in such amendment, alteration, change, modification, supplement, repeal or adoption), in a manner that circumvents, revokes, impairs, negates, supersedes, prohibits, restricts, diminishes, hinders, prevents, interferes with or otherwise adversely affects any of the powers, designations, preferences, privileges, protections or rights of the Holders of shares of Series of Series A Preferred Stock;

(iv) amend, alter, change, modify, supplement, repeal or adopt any provision of the Certificate of Incorporation, directly or indirectly (including, without limitation, through any Corporate Event that would result in such amendment, alteration, change, modification, supplement, repeal or adoption), or take or attempt to take any action, enter into any agreement, contract or other arrangement, or consummate any transaction (including, without limitation, any financing transaction or other Corporate Event), after the Distribution Effective Time, in a manner that results in shares of the Series A Preferred Stock no longer being outstanding or no longer being held (either beneficially or of record) by the Trust (as defined below);

(v) issue or increase the authorized amount of shares of Series A Preferred Stock, or authorize, create, issue or enter into any obligation, instrument or security (including, without limitation, equity-linked, derivative, synthetic or otherwise) convertible into, exercisable or exchangeable for, or evidencing a right to purchase or acquire, any shares of Series A Preferred Stock, other than the initial issuance of one (1) share of Series A Preferred Stock to DuPont de Nemours, Inc. ("DuPont") following the Effective Time but before the Distribution Effective Time, and immediately thereafter but before the Distribution Effective Time, the contribution of such one (1) share of Series A Preferred Stock from DuPont to the Trust;

(vi) authorize, create, designate or issue any series or class of securities of the Company, including, without limitation, any series or class of other Preferred Stock or debt security, that has powers, designations, preferences, privileges, protections or rights that circumvent, revoke, impair, negate, supersede, prohibit, restrict, diminish, hinder, prevent, interfere with or otherwise adversely affect any of the powers, designations, preferences, privileges, protections or rights of the Series A Preferred Stock;

(vii) reclassify, alter or amend any existing Parity Stock or Junior Stock if such reclassification, alteration or amendment would result in such Parity Stock or Junior Stock becoming Senior Stock or Parity Stock, respectively;

(viii) amend, alter, change, modify, supplement, repeal or adopt any provision of the Certificate of Incorporation, directly or indirectly (including, without limitation, through any Corporate Event that would result in such amendment, alteration, change, modification, supplement, repeal or adoption), in a manner that results in the Company being incorporated or formed under the laws of any jurisdiction other than the State of Delaware;

(ix) convert the Company into, or causing its legal form, jurisdiction or existence to be, any other type of entity, including, without limitation, a partnership, limited partnership, limited liability partnership, limited liability limited partnership, general partnership, non-profit corporation, public benefit corporation, statutory trust or limited liability company, other than a Delaware for-profit corporation; or

(x) take or attempt to take any action, enter into any agreement, contract or other arrangement, or consummate any transaction (including, without limitation, any financing transaction or other Corporate Event), after the Effective Time, that circumvents, revokes, impairs, negates, supersedes, prohibits, restricts, diminishes, hinders, prevents, interferes with or otherwise adversely affects any of the powers, designations, preferences, privileges, protections or rights of the Series A Preferred Stock; provided that, in the case of a Corporate Event that results in the direct or indirect assignment, assumption, allocation, delegation or transfer, in whole or in part, whether voluntarily, involuntarily, by operation of law or otherwise, of any agreement, contract or other arrangement between the Company and DuPont that assigns or allocates (whether as a legal or economic matter) Percentage Based Liabilities (as defined in the Certificate of Incorporation) between the Company and DuPont, and/or their respective subsidiaries, to a Person other than the Company, if (A) such assignee, recipient, delegatee or transferee of such agreement, contract or other arrangement (1) issues to the Holders a class or series of preference securities of such assignee, recipient, delegatee or transferee that has powers, designations, preferences, privileges, protections and rights that are identical to those of the Series A Preferred Stock set forth in this Certificate of Designation and the Certificate of Incorporation (including, for the avoidance of doubt, Section (A) and Section (B) of Article III, Article IV, Section (A) and Section (B) of Article V, Article VIII, Article IX and Article X of the Certificate of Incorporation), (2) includes such identical powers, designations, preferences, privileges, protections and rights (including the validity, enforceability, legality and effectiveness of such powers, designations, preferences, privileges, protections and rights) are set forth in the organizational and governing documents (including, without limitation, the certificate of incorporation and certificate of designation, if a corporation, or the equivalent organizational and governing documents of any other type of entity) of such assignee, recipient, delegatee or transferee, in form and substance satisfactory to the Holders of shares of the Series A Preferred Stock, and (3) irrevocably grants, on behalf of itself and its subsidiaries (and its and their past, present and future affiliates), DuPont a power of attorney, coupled with an interest, identical to the Power of Attorney (as defined in the Certificate of Incorporation), and (B) the Company (and its ultimate parent entity immediately following the consummation of such Corporate Event) provides a legally binding, absolute, irrevocable and unconditional guarantee of the obligations of such assignee, recipient, delegatee or transferee set forth in clause (A) of this Section 5(a)(x), in form and substance satisfactory to

the Holders of shares of the Series A Preferred Stock, then such Corporate Event shall not be deemed to circumvent, revoke, impair, negate, supersede, prohibit, restrict, diminish, hinder, prevent, interfere with or otherwise adversely affect any of the powers, designations, preferences, privileges, protections or rights of the Series A Preferred Stock.

Pursuant to this Certificate of Designation and the Certificate of Incorporation, each Holder of shares of Series A Preferred Stock may vote, withhold its vote, condition or refuse to vote, such shares, in each case, in its sole and absolute discretion, and each such Holder shall not have any duty (fiduciary or otherwise) to the Company or the other stockholders of the Company in making such determination or in making any other determination in his, her or its capacity as a Holder.

The Company shall (i) not, and shall cause its subsidiaries (including its and their past, current or future affiliates) not to, take any action, directly or indirectly (including, without limitation, through any Corporate Event) to circumvent, avoid or seek to circumvent or avoid the compliance, observance or performance of any of the terms of this Certificate of Designation and the Certificate of Incorporation (including, for the avoidance of doubt, Section (A) and Section (B) of Article III, Article IV, Section (A) and Section (B) of Article V, Article VIII, Article IX and Article X of the Certificate of Incorporation), and (ii) at all times in good faith carry out all of the provisions of this Certificate of Designation and the Certificate of Incorporation (including, for the avoidance of doubt, Section (A) and Section (B) of Article III, Article IV, Section (A) and Section (B) of Article V, Article VIII, Article IX and Article X of the Certificate of Incorporation) and take all action as may be required to protect any and all of the powers, designations, preferences, privileges, protections or rights of the Series A Preferred Stock.

(b) Any amendment, alteration, change, modification, supplement, repeal or adoption of any provision of this Certificate of Designation or the Certificate of Incorporation, directly or indirectly (including, without limitation, through any Corporate Event), or any other action, or attempt thereof, in each case requiring the prior affirmative and unanimous vote or written consent of all of the Holders pursuant to this Section 5, and any documentation thereof or related thereto, without the vote or written consent required under this Section 5, shall be expressly *ultra vires*, null and void *ab initio* and of no force or effect.

(c) Each Holder of shares of Series A Preferred Stock shall have one (1) vote per share of Series A Preferred Stock on any matter on which Holders of shares of Series A Preferred Stock are entitled to vote, whether separately or together with any other series or class of stock of the Company pursuant to applicable law or otherwise, including any action taken by written consent.

Section 6. Certain Corporate Events. Subject to Section 5, in the event the Company enters into, is a party to or is otherwise involved in, directly or indirectly, a Corporate Event that results in the direct or indirect assignment, assumption, allocation, delegation or transfer, in whole or in part, whether voluntarily, involuntarily, by operation of law or otherwise, of any agreement, contract or other arrangement between the Company and DuPont that assigns or allocates (whether as a legal or economic matter) Percentage Based Liabilities (as defined in the Certificate of Incorporation) between the Company and DuPont, and/or their respective subsidiaries, to a Person other than the Company, (a) the Company shall cause such assignee, recipient, delegatee or transferee of such agreement, contract or other arrangement (i) to issue to the Holders a class or series of preference securities of such assignee, recipient, delegatee or transferee that has the powers, designations, preferences, privileges, protections and rights that are identical to those of the Series A Preferred Stock set forth in this Certificate of Designation and the Certificate of Incorporation (including, for the avoidance of doubt, Section (A) and Section (B) of Article III, Article IV, Section (A) and Section (B) of Article V, Article VIII, Article IX and Article X of the Certificate of Incorporation), (ii) to include such identical powers, designations, preferences, privileges, protections and rights (including the validity, enforceability, legality and effectiveness of such powers, designations, preferences, privileges, protections and rights) in the organizational and governing documents (including, without limitation, the certificate of incorporation and certificate of designation, if a corporation, or the equivalent organizational and governing documents of any other type of entity) of such assignee, recipient, delegatee or transferee, in form and substance satisfactory to the Holders of shares of the Series A Preferred Stock, and (iii) to irrevocably grant, on behalf of itself and its subsidiaries (and its and their past, present and future affiliates), DuPont a power of attorney, coupled with an interest, identical to the Power of Attorney (as defined in the Certificate of Incorporation), and (b) the Company (and its ultimate parent entity immediately following the consummation of such Corporate Event) shall provide a legally binding, absolute, irrevocable and unconditional guarantee of the obligations of such assignee, recipient, delegatee or transferee set forth in clause (a) of this Section 6, in form and substance satisfactory to the Holders of shares of the Series A Preferred Stock. Unless such conditions set forth in clauses (a) and (b) of this Section 6 are satisfied, any such Corporate Event, or attempt thereof, and any documentation thereof or related thereto, shall be expressly *ultra vires*, null and void *ab initio* and of no force or effect.

Section 7. Action by Written Consent. Any action required or permitted to be taken by the Holders of shares of Series A Preferred Stock may be taken without a meeting if all Holders of shares of Series A Preferred Stock consent to the

action in writing, without prior notice. Such action by written consent shall be treated for all purposes as a vote taken at a meeting of Holders of shares of Series A Preferred Stock.

Section 8. Notice. Written notice of any event or action that could require a vote of the Holders of shares of Series A Preferred Stock under Section 5 shall be provided to all of the Holders of shares of Series A Preferred Stock and DuPont and at least sixty (60) days in advance of (x) any such event or such action being taken or (y) any stockholders' meeting being called, or any vote or consent being solicited from the stockholders of the Company, to approve, adopt or otherwise vote in any manner on any such event or action. In the event of a Liquidation, the Company shall, no later than two (2) days prior to the date the Board of Directors approves such action, or no later than five (5) days prior to any stockholders' meeting called, or any vote or consent being solicited from the stockholders of the Company, to approve, adopt or otherwise vote in any manner on such action, or within five (5) days of the commencement of any involuntary proceeding, whichever is earlier, provide each Holder of shares of Series A Preferred Stock and DuPont written notice of the proposed action. Each such written notice shall describe in reasonable detail the terms and conditions of such proposed event or action, including a description of the structure and timing of the proposed event or action, and any stock, cash or property to be received by the Holders of shares of Series A Preferred Stock upon the consummation of the proposed event or action, and the date of delivery thereof. If any change in the facts set forth in the initial notice shall occur, the Company shall promptly give written notice to each Holder of shares of Series A Preferred Stock of such change. The Company shall also provide to all of the Holders of shares of Series A Preferred Stock and DuPont a copy of any notice of stockholders' meeting and of any consent solicitation or proxy solicitation provided to the holders of any other series or class of capital stock of the Company substantially concurrently as such notice or solicitation provided to holders of such other series or class of capital stock of Company.

Section 9. Preemption and Conversion. Holders of shares of Series A Preferred Stock are not entitled to any preemptive, conversion or subscription rights in respect of any shares of capital stock or other securities of the Company.

Section 10. Maturity. The shares of Series A Preferred Stock shall be perpetual and shall not mature.

Section 11. Redemption. The Company may not, at any time or under any circumstances, redeem any outstanding shares of Series A Preferred Stock.

Section 12. Ownership.

(a) Certificates. Shares of Series A Preferred Stock may be certificated or uncertificated in accordance with the DGCL. To the extent any certificates are issued with respect to any shares of Series A Preferred Stock, every Holder represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and the Board of Directors, signed in the name of the Company by the Chairman of the Board of Directors or the Chief Executive Officer or a President or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company, representing the number of shares registered in certificate form held by such Holder. Any or all the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such Person were such officer, transfer agent or registrar at the date of issue.

(b) Record Ownership. A record of the name, address and e-mail of each Holder, each certificate (if applicable) held by such Holder, the number of shares represented thereby (if certificated) or owned by such Holder, and the dates of issue thereof shall be made on the Company's books. The initial Holder of record of all of the issued and outstanding one (1) share of the Series A Preferred Stock was DuPont de Nemours, Inc., which transferred all of its shares of Series A Preferred Stock (immediately following the issuance thereof) to the Novus 2025 Trust (the "Trust"). The Company shall be entitled to treat the Holder of record of any share of Series A Preferred Stock as the Holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other Person, whether or not it shall have express or other notice thereof, except as required by the laws of the State of Delaware. If certificated, the certificates of the Series A Preferred Stock shall be numbered consecutively.

(c) Transfer of Ownership. The shares of Series A Preferred Stock have not been registered under the Securities Act or any other applicable securities laws and may not be offered or sold except in compliance with the registration requirements of the Securities Act and any other applicable securities laws, or pursuant to an exemption from registration under the Securities Act and any other applicable securities laws, or in a transaction not subject to such laws. Subject to applicable laws, transfers of shares of Series A Preferred Stock shall be made on the books of the Company only by direction of the registered Holder thereof, lawfully constituted in writing, and, if such shares are represented by a certificate, only upon the surrender to the Company or its transfer agent or other designated agent of the certificate representing such shares properly

endorsed or accompanied by a properly executed written assignment of the shares evidenced thereby, which certificate shall be canceled before a new certificate or uncertificated shares are issued.

(d) Lost Certificates. If any of the Series A Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Company shall issue, in exchange and in substitution for and upon cancellation of the mutilated Series A Preferred Stock certificate, or in lieu of and substitution for the Series A Preferred Stock certificate lost, stolen or destroyed, a new Series A Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Series A Preferred Stock, but only upon receipt of an affidavit as to such Holder's ownership of the certificate and of the facts which go to prove its mutilation, loss, theft or destruction

Section 13. Definitions. As used herein, the following terms shall have the following respective meanings; provided, that any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Certificate of Incorporation:

(a) "Business Day" means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by law to be closed in The City of New York.

(b) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(c) "Holder" means a holder of shares of Series A Preferred Stock.

(d) "Person" means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.

(e) "Securities Act" means the Securities Act of 1933, as amended.

Section 14. Miscellaneous.

(a) The amounts to be paid or set aside for payment as provided for in Section 3 and Section 4 shall be proportionately increased or decreased in inverse relation to the change in the number of outstanding shares of Series A Preferred Stock resulting from any stock dividend, stock split, reverse stock split, stock consolidation, subdivision, reclassification, reorganization, recapitalization, combination or other similar event involving a change in the capital structure of the Series A Preferred Stock. For the avoidance of doubt, any such events shall be subject to any vote required under Section 5.

(b) Subject to applicable escheat laws, any monies set aside by the Company in respect of any payment with respect to shares of the Series A Preferred Stock, or dividends thereon, and unclaimed at the end of two (2) years from the date upon which such payment is due and payable shall revert to the general funds of the Company, after which reversion the Holders of such shares shall look only to the general funds of the Company for the payment thereof. Any interest accrued on funds so deposited shall be paid to the Company from time to time.

(c) Except as may otherwise be required by law, the shares of Series A Preferred Stock shall not have any voting powers, designations, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than those specifically set forth in this Certificate of Designation.

(d) The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(e) If any of the voting powers, designations, preferences or relative, participating, optional or other special rights of the Series A Preferred Stock, or qualifications, limitations or restrictions thereof set forth herein, is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, designations, preferences and relative, participating, optional and other special rights of Series A Preferred Stock, and qualifications, limitations and restrictions thereof set forth herein, which can be given effect without the invalid, unlawful or unenforceable voting powers, designations, preferences and relative, participating, optional and other special rights of Series A Preferred Stock, and qualifications, limitations and restrictions thereof, shall, nevertheless, remain in full force and effect, and no voting powers, designations, preferences or relative, participating, optional or other special rights of Series A Preferred Stock, and qualifications, limitations and restrictions thereof set forth herein, shall be deemed dependent upon any other such voting powers, designations, preferences and relative, participating, optional and other special rights of Series A Preferred Stock, and qualifications, limitations and restrictions thereof, unless so expressed herein.

(f) Any waiver by a Holder of a breach of any provision of this Certificate of Designation (or any related provision of the Certificate of Incorporation) shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or the Certificate of Incorporation or a waiver by any other Holders. The failure of a Holder to insist upon strict adherence to any term of this Certificate of Designation (or any related term under the Certificate of Incorporation) on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation or the Certificate of Incorporation on any other occasion.

(g) Whenever possible, each provision hereof shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions hereof. If a court of competent jurisdiction should determine that a provision hereof would be valid or enforceable if a period of time were extended or shortened or a particular percentage were increased or decreased, then such court may make such change as shall be necessary to render the provision in question effective and valid under applicable law. Any principles under applicable law requiring the construction of ambiguity against (i) the creation or expansion of preferential rights or (ii) the Person who has drafted the applicable provision shall not apply to any provision of this Certificate of Designation (or any related provision of the Certificate of Incorporation).

IN WITNESS WHEREOF, the Company has caused this Certificate of Designation to be duly executed this 31st day of October, 2025.

QNITY ELECTRONICS, INC.

By: /s/ Jon D. Kemp
Name: Jon D. Kemp
Title: Chief Executive Officer

[*Signature Page to Series A Preferred Stock Certificate of Designation*]

AMENDED AND RESTATED

BYLAWS

OF

QNITY ELECTRONICS, INC.

(a Delaware corporation)

EFFECTIVE AS OF NOVEMBER 1, 2025

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ARTICLE I

CAPITAL STOCK

1.1 Certificates. Shares of the capital stock of Qnity Electronics, Inc. (the "Company") may be certificated or uncertificated in accordance with the General Corporation Law of the State of Delaware (as it now exists or hereafter may be amended, the "DGCL"); provided, that, commencing on or prior to the date of these Amended and Restated Bylaws (these "Bylaws"), the shares of common stock, par value $0.01 per share, of the Company shall be uncertificated, as provided by resolutions adopted by the Board of Directors of the Company (the "Board of Directors", and each member thereof, a "Director"). To the extent any certificates are ever issued with respect to any class or series of a class of capital stock of the Company, every holder of stock represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and the Board of Directors, signed in the name of the Company by the Chairperson of the Board of Directors (the "Chairperson of the Board") or the Chief Executive Officer or a Business President or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company, representing the number of shares registered in certificate form held by such holder. Any or all the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

1.2 Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby and the date of issue thereof shall be made on the Company's books. The Company shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by the laws of the State of Delaware. If certificated, the certificates of each class or series of a class of stock shall be numbered consecutively.

1.3 Transfer of Record Ownership. Subject to applicable laws, transfers of shares of stock of the Company shall be made on the books of the Company only by direction of the registered holder thereof or such person's attorney, lawfully constituted in writing, and, if such shares are represented by a certificate, only upon the surrender to the Company or its transfer agent or other designated agent of the certificate representing such shares properly endorsed or accompanied by a properly executed written assignment of the shares evidenced thereby, which certificate shall be canceled before a new certificate or uncertificated shares are issued.

1.4 Lost Certificates. Any person claiming a stock certificate in lieu of one lost, stolen or destroyed shall give the Company an affidavit as to such person's ownership of the certificate and of the facts which go to prove its loss, theft or destruction. Such person shall also, if required by policies adopted by the Board of Directors, give the Company a bond sufficient to indemnify the Company against any claim that may be made against it on account of the alleged loss of the certificate or the issuance of a new certificate or of uncertificated shares.

1.5 Transfer Agents; Registrars; Rules Respecting Certificates. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or

more registrars. The Board of Directors may make such further rules and regulations as it may deem expedient concerning the issue, transfer and registration of shares of stock of the Company.

1.6 Record Date. The Board of Directors may fix in advance a date, not more than sixty (60) days or less than ten (10) days preceding the date of an annual or special meeting of stockholders and not more than sixty (60) days preceding the date of payment of a dividend or other distribution, allotment of rights or the date when any change, conversion or exchange of capital stock shall go into effect or for the purpose of any other lawful action, as the record date for determination of the stockholders entitled to notice of and to vote at any such meeting and any adjournment thereof, or to receive any such dividend or other distribution or allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to participate in any such other lawful action. Such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of and to vote at such meeting and any adjournment thereof, or to receive such dividend or other distribution or allotment of rights, or to exercise such rights, or to participate in any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Company after any such record date fixed as aforesaid.

ARTICLE II

MEETINGS OF STOCKHOLDERS

2.1 Annual Meeting. The annual meeting of stockholders for the election of Directors and the transaction of such other business as may properly be brought before the meeting shall be held annually on a date and at a time and place, within or outside of the State of Delaware, as determined by the Board of Directors. The Board of Directors may postpone, reschedule or adjourn any previously scheduled annual meeting of stockholders.

2.2 Special Meetings.

(a) Purpose. Special meetings of stockholders for any purpose or purposes (i) may be called by the Board of Directors, pursuant to a resolution adopted by a majority of the entire Board of Directors upon motion of a Director, and (ii) from and including the 2028 annual meeting of stockholders, shall be called by the Chairperson of the Board or the Secretary of the Company upon a written request from stockholders of the Company holding at least fifteen percent (15%) of the voting power of all the shares of capital stock of the Company then entitled to vote on the matter or matters to be brought before the proposed special meeting that complies with the procedures for calling a special meeting of stockholders as set forth in these Bylaws. Any such request by stockholders shall (A) be delivered to, or mailed to and received by, the Secretary of the Company at the Company's principal executive offices, (B) be signed by each stockholder, or a duly authorized agent of such stockholder, requesting the special meeting, (C) set forth the purpose or purposes of the meeting and (D) include the information required by Section 2.10 as applicable, and a representation by such stockholder(s) that within five (5) business days after the record date for any such special meeting, it will provide such information as of the record date for such special meeting to the extent not previously provided.

(b) Date, Time and Place. A special meeting, whether called by the Board of Directors or called at the request of stockholders shall be held at such date, time and place, within or outside of the State of Delaware, as determined by the Board of Directors; provided, however, that the date of any such special meeting shall be not more than ninety (90) days after the request to call the special meeting by one or more stockholders who satisfy the requirements of this Section 2.2 is delivered to or received by the

Secretary, unless a later date is required in order to allow the Company to file the information required under Item 8 (or any comparable or successor provision) of Schedule 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), if applicable. Notwithstanding the foregoing, a special meeting requested by stockholders shall not be held if: (i) the stated business to be brought before the special meeting is not a proper subject for stockholder action under applicable law or (ii) the Board of Directors has called or calls for an annual meeting of stockholders to be held within ninety (90) days after the request for the special meeting is delivered to or received by the Secretary and the Board of Directors determines in good faith that the business of such annual meeting includes (among any other matters properly brought before such annual meeting) the business specified in the stockholders' request. A stockholder may revoke a request for a special meeting at any time by written revocation delivered to, or mailed to and received by, the Secretary. If, at any time after receipt by the Secretary of the Company of a proper request for a special meeting of stockholders, there are no longer valid requests from stockholders holding in the aggregate at least the requisite number of shares entitling the stockholders to request the calling of a special meeting, whether because of revoked requests or otherwise, the Board of Directors, in its discretion, may cancel the special meeting (or, if the special meeting has not yet been called, may direct the Chairperson of the Board or the Secretary of the Company not to call such a meeting).

(c) Conduct of Meeting. At any such special meeting, only such business may be transacted as is set forth in the notice of special meeting. Business transacted at a special meeting requested by stockholders shall be limited to the matters described in the special meeting request; provided, however, that nothing herein shall prohibit the Board of Directors from submitting matters to the stockholders at any special meeting requested by stockholders. If none of the stockholders who submitted the request for a special meeting appears or sends a qualified representative to present the nominations proposed to be presented or other business proposed to be conducted at the special meeting, the Company need not present such nominations or other business for a vote at such meeting. The chairperson of a special meeting shall determine all matters relating to the conduct of the meeting, including, but not limited to, determining whether any nomination or other item of business has been properly brought before the meeting in accordance with these Bylaws, and if the chairperson of the meeting should so determine and declare that any nomination or other item of business has not been properly brought before the special meeting, then such business shall not be transacted at such meeting.

2.3 Notice. Notice (either written or as otherwise permitted by the DGCL) of each meeting of stockholders, whether annual or special, stating the date, time, place and, with respect to a special meeting, purpose thereof, shall be distributed (either by the U.S. Postal Service or as otherwise permitted by the DGCL) by the Secretary or Assistant Secretary not less than ten (10) days nor more than sixty (60) days before the date of such meeting to every stockholder entitled to vote thereat.

2.4 List of Stockholders. A complete list of the stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder, shall be prepared by the Secretary at least ten (10) days before every meeting of stockholders and shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days before the meeting during ordinary business hours at the principal place of business of the Company.

2.5 Quorum. The holders of a majority of the voting power of all of the shares of capital stock of the Company then entitled to vote with respect to the purposes for which the meeting is called, present in person or represented by proxy, shall constitute a quorum, except as otherwise required by the

DGCL. If a quorum does not exist, the chairperson of the meeting or a majority in interest of the stockholders present in person or represented by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be obtained. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the meeting originally called.

2.6 Organization. The Chairperson of the Board, or, in the absence of the Chairperson of the Board, the independent Lead Director (if any), or, in the absence of the Chairperson and independent Lead Director, a member of the Board of Directors selected by the majority of the entire Board of Directors, shall preside at meetings of stockholders (including special meetings of stockholders) as chairperson of the meeting and shall determine the order of business for such meeting. The Secretary of the Company shall act as secretary at all meetings of stockholders, but in the absence of the Secretary, the chairperson of the meeting may appoint a secretary of the meeting. Rules governing the procedures and conduct of meetings of stockholders shall be determined by the chairperson of the meeting.

2.7 Voting. Subject to all of the rights of the preferred stock provided for by resolution or resolutions of the Board of Directors pursuant to Article IV of the Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation") or by the DGCL, each stockholder entitled to vote at a meeting shall be entitled to one vote, in person or by proxy (either written or as otherwise permitted by the DGCL), for each voting share held of record by such stockholder. The votes for the election of Directors and, upon the demand of any stockholder the vote upon any matter before the meeting, shall be by written ballot. Except as otherwise required by the DGCL or as specifically provided for in the Certificate of Incorporation or these Bylaws, in any question or matter brought before any meeting of stockholders (other than the election of Directors), the affirmative vote of the holders of voting shares present in person or by proxy representing a plurality of the votes actually cast on any such question or matter at a meeting where there is a quorum shall be the act of the stockholders.

2.8 Election of Directors.

(a) Directors shall be elected by the vote of a majority of the votes cast at a meeting where there is a quorum; except that, notwithstanding the foregoing, Directors shall be elected by a plurality of the votes cast at a meeting where there is a quorum if as of the record date for such meeting the number of nominees exceeds the number of Directors to be elected. For purposes of the foregoing sentence, a majority of the votes cast means that the number of shares voted "for" a Director nominee must exceed the number of shares voted "against" that Director nominee.

(b) Promptly following the annual meeting of stockholders at which a Director candidate is elected or reelected as a Director, such person shall submit an irrevocable resignation, that will be effective upon (i) the failure to receive the required vote at the next annual meeting of the stockholders at which such Director faces reelection and (ii) the Board of Directors acceptance of such resignation in accordance with the procedures specified in the Company's Corporate Governance Guidelines.

(c) To be eligible to be a nominee for election or reelection as a Director, and as a qualification for service as a Director, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.10 or Section 2.11, as applicable) to the Secretary at the principal executive offices of the Company (i) a written representation and

agreement that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Company in such representation and agreement or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Company with respect to any direct or indirect compensation, reimbursement or indemnification in connection with such person's nomination or service or action as a Director that has not been disclosed to the Company in such representation and agreement, (C) will comply with the requirements of Section 2.8(b), (D) would be in compliance, if elected as a Director, and will comply with the Company's Director Code of Conduct (including, without limitation, the Director confidentiality policies therein) and the Company's Corporate Governance Guidelines, stock ownership and trading policies and guidelines and any other policies or guidelines of the Company applicable to Directors and (E) will make such other acknowledgments, enter into such agreements and provide such information as the Board of Directors requires of all Directors, including promptly submitting all completed and signed questionnaires required of the Company's Directors; and (ii) an executed copy of any and all Director resignation letter(s) referenced in the "Compliance and Reporting" section of the Company's Director Code of Conduct.

2.9 Inspectors of Election. In advance of any meeting of stockholders, the Board of Directors or the chairperson of the meeting shall appoint one or more inspectors to act at the meeting and make a written report thereof. The chairperson of the meeting may designate one or more persons as alternate inspectors to replace any inspector who fails or is unable to act. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. At each meeting of stockholders, the inspector(s) shall ascertain the number of shares outstanding and the voting power of each, determine the shares represented at the meeting and the validity of proxies and ballots, count all votes and ballots, determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspector(s), and certify the inspectors' determination of the number of shares represented at the meeting and the count of all votes and ballots. The inspector(s) may appoint or retain other persons or entities to assist the inspector(s) in the performance of the duties of the inspector(s). Any report or certificate made by the inspector(s) shall be prima facie evidence of the facts stated therein.

2.10 Notification of Stockholder Nominations and Other Business.

(a) Annual Meeting.

(i) Nominations of persons for election to the Board of Directors and the proposal of business other than nominations to be considered by the stockholders may be made at an annual meeting of stockholders only (A) by or at the direction of the Board of Directors, (B) by any stockholder of the Company who is a stockholder of record at the time the notice provided for in this Section 2.10 is delivered to, or mailed to and received by, the Secretary of the Company, who is entitled to vote at such annual meeting of stockholders and who complies with (x) the notice procedures and disclosure requirements set forth in this Section 2.10 and (y) in the case of

nominations, the requirements of Rule 14a-19 under the Exchange Act or (C) in the case of stockholder nominations to be included in the Company's proxy statement for an annual meeting of stockholders, by an Eligible Stockholder (as defined below) who satisfies the notice, ownership and other requirements of Section 2.11.

(ii) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (B) of Section 2.10(a)(i), such stockholder must have given timely written notice thereof in proper form to the Secretary of the Company and such proposed business must be a proper subject for stockholder action. To be timely, a stockholder's notice must be delivered to, or mailed to and received by, the Secretary at the principal executive offices of the Company: not later than the close of business on the ninetieth (90th) day or earlier than the close of business on the one hundred twentieth (120th) day prior to the anniversary date on which the Company first distributed its proxy materials for the prior year's annual meeting of stockholders of the Company; provided, however, that in the event that the annual meeting of stockholders is called for a date that is not within thirty (30) days before or after the first anniversary of the prior year's annual meeting of stockholders, notice by the stockholder in order to be timely must be so delivered, or so mailed and received, not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of (A) the ninetieth (90th) day prior to such annual meeting and (B) the tenth (10th) day following the date on which public disclosure (as defined below) of the date of such annual meeting is first made by the Company. In no event shall the public disclosure of an adjournment or postponement of an annual meeting of stockholders commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth:

(A) as to each person, if any, whom such stockholder proposes to nominate for election or reelection as a Director: (1) all information relating to such person that would be required to be disclosed in a proxy statement soliciting proxies for the election of such nominee as a Director in an election contest (even if an election contest is not involved) or that is otherwise required to be disclosed, under Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (2) the written consent of the nominee to being named as a nominee in any proxy statement relating to the annual meeting or special meeting, as applicable, and to serving as a Director if elected and a completed and signed representation and agreement as required by Section 2.8(c) and (3) any information that such person would be required to disclose pursuant to clause (ii)(C) of this Section 2.10(a), if such person were a stockholder purporting to make a nomination or propose business pursuant thereto;

(B) as to any other business that such stockholder proposes to bring before the meeting: (1) a brief description of the proposed business desired to be brought before the meeting, (2) the text of the proposal or proposed business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws, the language of the proposed amendment), (3) the reasons for conducting such

business at the meeting, (4) any substantial interest (within the meaning of Item 5 of Schedule 14A under the Exchange Act) in such business of such stockholder and the beneficial owner (within the meaning of Section 13(d) of the Exchange Act), if any, on whose behalf the business is being proposed, (5) any other information relating to such stockholder and beneficial owner, if any, on whose behalf the proposal is being made, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal and pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (6) a description of all agreements, arrangements or understandings between or among such stockholder, or any affiliates or associates of such stockholder, and any other person or persons (including their names) in connection with the proposal of such business and any material interest of such stockholder or any affiliates or associates of such stockholder, in such business, including any anticipated benefit therefrom to such stockholder, or any affiliates or associates of such stockholder and (7) the information required by Section 2.10(a)(ii)(A) above; and

(C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made or the other business is proposed: (1) the name and address of such stockholder, as they appear on the Company's books, and the name and address of the beneficial owner, if any, on whose behalf the nomination is made, (2) the class and number of shares of capital stock of the Company which are beneficially owned (as defined below) and owned of record by such stockholder and owned by the beneficial owner, if any, on whose behalf the nomination is made as of the date of the notice, and a representation that such stockholder shall notify the Company in writing within five (5) business days after the record date for such meeting of the class and number of shares of capital stock of the Company beneficially owned by such stockholder or beneficial owner as of the record date for the meeting, (3) a written representation (from the stockholder giving notice) that such stockholder is the holder of record of shares of the Company entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such nomination or nominations or other business specified in the notice, (4) a description of any agreement, arrangement or understanding with respect to the nomination or other business between or among such stockholder or the beneficial owner, if any, on whose behalf the nomination is made and any other person, including without limitation any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Exchange Act Schedule 13D (regardless of whether the requirement to file a Schedule 13D is applicable to such stockholder or the beneficial owner, if any, on whose behalf the nomination is made) and a representation that such stockholder shall notify the Company in writing within five (5) business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, (5) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions, and borrowed or loaned

shares) that has been entered into as of the date of such stockholder's notice by, or on behalf of, such stockholder or the beneficial owner, if any, on whose behalf the nomination is made or any of their affiliates or associates, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes of any class of the Company's capital stock for, or maintain, increase or decrease the voting power of such stockholder or the beneficial owner, if any, on whose behalf the nomination is made or any of their affiliates or associates with respect to shares of stock of the Company and a representation that such stockholder shall notify the Company in writing within five (5) business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, (6) in the case of a nomination, a representation that such stockholder intends to deliver a proxy statement and/or form of proxy to holders of at least 67% of the voting power of the Company's outstanding capital stock entitled to vote in the election of Directors and (7) in the case of a nomination, all other information required under Rule 14a-19 under the Exchange Act.

(iii) The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as a Director, including information relevant to a determination whether such proposed nominee can be considered an independent Director or that could be material to a reasonable stockholders' understanding of the independence, or lack thereof.

(iv) A stockholder providing a notice of nomination shall further update and supplement such notice to provide evidence that the stockholder has solicited proxies from holders of at least 67% of the voting power of the Company's outstanding capital stock entitled to vote in the election of Directors, and such update and supplement be delivered to, or mailed to and received by, the Secretary at the principal executive offices of the Company not later than five (5) business days after the stockholder files a definitive proxy statement in connection with the annual meeting or special meeting of stockholders, as applicable.

(v) This Section 2.10(a) shall not apply to a proposal proposed to be made by a stockholder if such stockholder has notified the Company of his, her or its intention to present the proposal at an annual or special meeting of stockholders only pursuant to and in compliance with Rule 14a-8 under the Exchange Act and such proposal has been included in a proxy statement that has been prepared by the Company to solicit proxies for such meeting.

(b) Special Meeting. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Company's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders called by the Board of Directors at which Directors are to be elected pursuant to the Company's notice of meeting (i) by or at the direction of the Board of Directors or (ii) provided that the Board of Directors has determined that Directors shall be elected at such meeting, by any stockholder of the Company who is a stockholder of record at the time the notice provided for in this Section

2.10(b) is delivered to, or mailed to and received by, the Secretary of the Company and at the time of the special meeting, who is entitled to vote at the special meeting and upon such election, and who complies with (x) the notice procedures set forth in this Section 2.10 as to such nomination and (y) the requirements of Rule 14a-19 under the Exchange Act. In the event the Board of Directors calls a special meeting of stockholders for the purpose of electing one or more Directors to the Board of Directors, any such stockholder entitled to vote in such election of Directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Company's notice of meeting, if the notice required by Section 2.10(a)(ii) shall be delivered to, or mailed to and received by, the Secretary at the principal executive offices of the Company not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public disclosure of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting is first made by the Company. Such stockholder's notice shall set forth the information required by Section 2.10(a)(ii) and Section 2.10(a)(iii) and be updated and supplemented as required by Section 2.10(a)(iv). In no event shall the public announcement of an adjournment or postponement of a special meeting of stockholders commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General.

(i) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.10 or Section 2.11 shall be eligible to be elected at any meeting of stockholders of the Company to serve as Directors and only such other business shall be conducted at a meeting of stockholders as shall have been properly brought before the meeting in accordance with the procedures set forth in this Section 2.10 or Section 2.11, as applicable. The chairperson of the special meeting, as determined pursuant to Section 2.6, shall have the power and duty to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.10. If any proposed nomination or other business was not made or proposed in compliance with this Section 2.10 or Section 2.11, as applicable, or the solicitation in support of the nominees other than the Company's nominees was not conducted in compliance with Rule 14a-19 under the Exchange Act then, except as otherwise provided by law, the chairperson of the meeting shall have the power and duty to declare that such nomination shall be disregarded or that such proposed other business shall not be transacted. Notwithstanding the foregoing provisions of this Section 2.10, unless otherwise required by law, if the stockholder does not provide the information required under clauses (2), (4) and (5) of Section 2.10(a)(ii)(C) to the Company within five (5) business days following the record date for an annual or special meeting of stockholders, or if the stockholder does not provide the update and supplement required by Section 2.10(a)(iv) within five (5) business days of filing a definitive proxy statement, or if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Company to present a nomination or proposed other business, such nomination shall be disregarded and such proposed other business shall not be transacted,

notwithstanding that proxies in respect of such vote may have been received by the Company. For purposes of this Section 2.10, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or authorized by a writing executed by such stockholder (or a reliable reproduction or electronic transmission of such writing) delivered to the Company prior to the making of such nomination or proposal at such meeting by such stockholder stating that such person is authorized to act for such stockholder as proxy at the meeting of stockholders.

(ii) For purposes of this Section 2.10, "public disclosure" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press, or comparable national news service or any document publicly filed by the Company with the Securities and Exchange Commission (the "Commission") pursuant to Section 13, 14 or 15(d) of the Exchange Act. For purposes of clause (2) of Section 2.10(a)(ii)(C), shares shall be treated as "beneficially owned" by a person if the person beneficially owns such shares, directly or indirectly, for purposes of Section 13(d) of the Exchange Act and Regulations 13D and 13G thereunder or has or shares pursuant to any agreement, arrangement or understanding (whether or not in writing): (A) the right to acquire such shares (whether such right is exercisable immediately or only after the passage of time or the fulfillment of a condition or both), (B) the right to vote such shares, alone or in concert with others and/or (C) investment power with respect to such shares, including the power to dispose of, or to direct the disposition of, such shares.

2.11 Proxy Access for Director Nominations.

(a) Eligibility. Subject to the terms and conditions of these Bylaws, in connection with an annual meeting of stockholders at which Directors are to be elected, the Company (A) shall include in its proxy statement and on its form of proxy the names of, and (B) shall include in its proxy statement the "Additional Information" (as defined below) relating to, a number of nominees specified pursuant to Section 2.11(b)(i) (the "Authorized Number") for election to the Board of Directors submitted pursuant to this Section 2.11 (each, a "Stockholder Nominee"), if:

(i) the Stockholder Nominee satisfies the eligibility requirements in this Section 2.11;

(ii) the Stockholder Nominee is identified in a timely notice (the "Stockholder Notice") that satisfies this Section 2.11 and is delivered by a stockholder that qualifies as, or is acting on behalf of, an Eligible Stockholder (as defined below); and

(iii) the Eligible Stockholder satisfies the requirements in this Section 2.11 and expressly elects at the time of the delivery of the Stockholder Notice to have the Stockholder Nominee included in the Company's proxy materials.

(b) Definitions.

(i) The maximum number of Stockholder Nominees appearing in the Company's proxy materials with respect to an annual meeting of stockholders (the "Authorized Number") shall not exceed the greater of (x) two or (y) twenty percent (20%) of the number of Directors in office as of the last day on which a Stockholder Notice may

be delivered pursuant to this Section 2.11 with respect to the annual meeting of stockholders, or if such amount is not a whole number, the closest whole number (rounding down) below twenty percent (20%); provided that the Authorized Number shall be reduced by (A) the number of individuals (if any) included in the Company's proxy materials as nominees recommended by the Board of Directors pursuant to an agreement, arrangement or other understanding with a stockholder or group of stockholders (other than any such agreement, arrangement or other understanding entered into in connection with an acquisition of stock from the Company by such stockholder or group of stockholders) and (B) the number of nominees (if any) who were previously elected to the Board of Directors as Stockholder Nominees at any of the preceding two (2) annual meetings of stockholders and who are nominated for election at the annual meeting of stockholders by the Board of Directors as a Director nominee. For purposes of determining when the Authorized Number has been reached, any individual nominated by an Eligible Stockholder for inclusion in the Company's proxy materials pursuant to this Section 2.11 whose nomination is subsequently withdrawn or whom the Board of Directors decides to nominate for election to the Board of Directors shall be counted as one of the Stockholder Nominees. In the event that one or more vacancies for any reason occurs after the date of the Stockholder Notice but before the annual meeting of stockholders and the Board of Directors resolves to reduce the size of the Board of Directors in connection therewith, the Authorized Number shall be calculated based on the number of Directors in office as so reduced.

(ii) To qualify as an "Eligible Stockholder," a stockholder or a group as described in this Section 2.11 must:

(A) Own and have Owned (as defined below), continuously for at least three (3) years as of the date of the Stockholder Notice, a number of shares (as adjusted to account for any stock dividend, stock split, subdivision, combination, reclassification or recapitalization of shares of the Company that are entitled to vote generally in the election of Directors) that represents at least three percent (3%) of the outstanding shares of the Company that are entitled to vote generally in the election of Directors as of the date of the Stockholder Notice (the "Required Shares"); and

(B) thereafter continue to Own the Required Shares through such annual meeting of stockholders.

For purposes of satisfying the ownership requirements of this Section 2.11(b)(ii), a group of not more than twenty (20) stockholders and/or beneficial owners may aggregate the number of shares of the Company that are entitled to vote generally in the election of Directors that each group member has individually Owned continuously for at least three (3) years as of the date of the Stockholder Notice if all other requirements and obligations for an Eligible Stockholder set forth in this Section 2.11 are satisfied by and as to each stockholder or beneficial owner comprising the group whose shares are aggregated. No shares may be attributed to more than one Eligible Stockholder, and no stockholder or beneficial owner, alone

or together with any of its affiliates, may individually or as a member of a group qualify as or constitute more than one Eligible Stockholder under this Section 2.11. A group of any two or more funds shall be treated as only one stockholder or beneficial owner for this purpose if they are (1) under common management and investment control, (2) under common management and funded primarily by a single employer or (3) part of a family of funds, meaning a group of publicly offered investment companies (whether organized in the U.S. or outside the U.S.) that hold themselves out to investors as related companies for purposes of investment and investor services. For purposes of this Section 2.11, the term "affiliate" or "affiliates" shall have the meanings ascribed thereto under the rules and regulations promulgated under the Exchange Act.

(iii) For purposes of this Section 2.11:

(A) A stockholder or beneficial owner is deemed to "Own" only those outstanding shares of the Company that are entitled to vote generally in the election of Directors as to which the person possesses both (1) the full voting and investment rights pertaining to the shares and (2) the full economic interest in (including the opportunity for profit and risk of loss on) such shares, except that the number of shares calculated in accordance with clauses (1) and (2) shall not include any shares (a) sold by such person in any transaction that has not been settled or closed, (b) borrowed by the person for any purposes or purchased by the person pursuant to an agreement to resell, or (c) subject to any option, warrant, forward contract, swap, contract of sale, or other derivative or similar agreement entered into by the person, whether the instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of the Company that are entitled to vote generally in the election of Directors, if the instrument or agreement has, or is intended to have, or if exercised would have, the purpose or effect of (x) reducing in any manner, to any extent or at any time in the future, the person's full right to vote or direct the voting of the shares, and/or (y) hedging, offsetting or altering to any degree any gain or loss arising from the full economic ownership of the shares by the person. The terms "Owned," "Owning" and other variations of the word "Own," when used with respect to a stockholder or beneficial owner, have correlative meanings. For purposes of clauses (a) through (c), the term "person" includes its affiliates.

(B) A stockholder or beneficial owner "Owns" shares held in the name of a nominee or other intermediary so long as the person retains both (1) the full voting and investment rights pertaining to the shares and (2) the full economic interest in the shares. The person's Ownership of shares is deemed to continue during any period in which the person has delegated any voting power by means of a proxy, power of attorney, or other instrument or arrangement that is revocable at any time by the stockholder.

(C) A stockholder or beneficial owner's Ownership of shares shall be deemed to continue during any period in which the person has loaned the shares if the

person has the power to recall the loaned shares on not more than five (5) business days' notice.

(iv) For purposes of this Section 2.11, the "Additional Information" referred to in Section 2.11(a) that the Company will include in its proxy statement is:

(A) the information set forth in the Schedule 14N provided with the Stockholder Notice concerning each Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the Company's proxy statement by the applicable requirements of the Exchange Act and the rules and regulations thereunder; and

(B) if the Eligible Stockholder so elects, a written statement of the Eligible Stockholder (or, in the case of a group, a written statement of the group), not to exceed five hundred words, in support of its Stockholder Nominee(s), which must be provided at the same time as the Stockholder Notice for inclusion in the Company's proxy statement for the annual meeting of stockholders (the "Statement").

Notwithstanding anything to the contrary contained in this Section 2.11, the Company may omit from its proxy materials any information or Statement that it, in good faith, believes is untrue in any material respect (or omits a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading) or would violate any applicable law, rule, regulation or listing standard. Nothing in this Section 2.11 shall limit the Company's ability to solicit against and include in its proxy materials its own statements relating to any Eligible Stockholder or Stockholder Nominee.

(c) Stockholder Notice and Other Informational Requirements.

(i) The Stockholder Notice shall set forth all information, representations and agreements required under Section 2.10(a)(ii) above (other than those required under Section 2.10(a)(ii)(C)(6) and (7)), including the information required with respect to (1) any nominee for election as a Director, (2) any stockholder giving notice of an intent to nominate a candidate for election, and (3) any stockholder, beneficial owner or other person on whose behalf the nomination is made under this Section 2.11. In addition, such Stockholder Notice shall include:

(A) a copy of the Schedule 14N that has been or concurrently is filed with the Commission under the Exchange Act;

(B) a written statement of the Eligible Stockholder (and in the case of a group, the written statement of each stockholder or beneficial owner whose shares are aggregated for purposes of constituting an Eligible Stockholder), which statement(s) shall also be included in the Schedule 14N filed with the Commission, (1) setting forth and certifying to the number of shares of the Company entitled to vote generally in the election of Directors that the Eligible Stockholder Owns and has Owned (as defined in Section 2.11(b)(iii)) continuously for at least three (3) years as of the date of the Stockholder Notice, (2) agreeing to continue to Own such shares through the annual meeting of stockholders and (3) indicating whether it intends to

continue to Own such shares for at least one year following the annual meeting of stockholders;

(C) the written agreement of the Eligible Stockholder (and in the case of a group, the written agreement of each stockholder or beneficial owner whose shares are aggregated for purposes of constituting an Eligible Stockholder) addressed to the Company, setting forth the following additional agreements, representations and warranties:

(1) it shall provide (a) within five (5) business days after the date of the Stockholder Notice, one or more written statements from the record holder(s) of the Required Shares and from each intermediary through which the Required Shares are or have been held, in each case during the requisite three-year holding period, specifying the number of shares that the Eligible Stockholder Owns, and has Owned continuously in compliance with this Section 2.11, (b) within five (5) business days after the record date for the annual meeting of stockholders both the information required under Section 2.10(a)(ii)(C) (other than that required under Section 2.10(a)(ii)(C)(6) and (7)) and notification in writing verifying the Eligible Stockholder's continuous Ownership of the Required Shares, in each case, as of such date, and (c) immediate notice to the Company if the Eligible Stockholder ceases to own any of the Required Shares prior to the annual meeting of stockholders;

(2) it (a) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the Company, and does not presently have this intent, (b) has not nominated and shall not nominate for election to the Board of Directors at the annual meeting of stockholders any person other than the Stockholder Nominee(s) being nominated pursuant to this Section 2.11, (c) has not engaged and shall not engage in, and has not been and shall not be a participant (as defined in Item 4 of Exchange Act Schedule 14A) in, a solicitation within the meaning of Exchange Act Rule 14a-1(1), in support of the election of any individual as a Director at the annual meeting of stockholders other than its Stockholder Nominee(s) or any nominee(s) of the Board of Directors, and (d) shall not distribute to any stockholder any form of proxy for the annual meeting of stockholders other than the form distributed by the Company; and

(3) it will (a) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Stockholder's communications with the stockholders of the Company or out of the information that the Eligible Stockholder provided to the Company, (b) indemnify and hold harmless the Company and each of its Directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Company

or any of its Directors, officers or employees arising out of the Eligible Stockholder's communications with the stockholders of the Company or out of the information that the Eligible Stockholder provided to the Company, (c) comply with all laws, rules, regulations and listing standards applicable to its nomination or any solicitation in connection with the annual meeting of stockholders, (d) file with the Commission any solicitation or other communication by or on behalf of the Eligible Stockholder relating to the Company's annual meeting of stockholders, one or more of the Company's Directors or Director nominees or any Stockholder Nominee, regardless of whether the filing is required under Regulation 14A of the Exchange Act, or whether any exemption from filing is available for the materials under Regulation 14A of the Exchange Act, and (e) at the request of the Company, promptly, but in any event within five (5) business days after such request (or by the day prior to the day of the annual meeting of stockholders, if earlier), provide to the Company such additional information as reasonably requested by the Company; and

(D) in the case of a nomination by a group, the designation by all group members of one group member that is authorized to act on behalf of all members of the group with respect to the nomination and matters related thereto, including withdrawal of the nomination, and the written agreement, representation, and warranty of the Eligible Stockholder that it shall provide, within five (5) business days after the date of the Stockholder Notice, documentation reasonably satisfactory to the Company demonstrating that the number of stockholders and/or beneficial owners within such group does not exceed twenty (20), including whether a group of funds qualifies as one stockholder or beneficial owner within the meaning of Section 2.11(b)(ii).

All information provided pursuant to this Section 2.11(c)(i) shall be deemed part of the Stockholder Notice for purposes of this Section 2.11.

(ii) To be timely under this Section 2.11, the Stockholder Notice must be delivered to, or mailed to and received by, the Secretary at the principal executive offices of the Company not later than the close of business on the one hundred twentieth (120th) day or earlier than the close of business on the one hundred fiftieth (150th) day prior to the anniversary date on which the Company first distributed its definitive proxy materials for the prior year's annual meeting of stockholders; provided, however, that in the event that the annual meeting of stockholders is called for a date that is not within thirty (30) days before or after the first anniversary of the prior year's annual meeting of stockholders, notice by the stockholder in order to be timely, must be so delivered, or so mailed and received, not earlier than the close of business on the one hundred fiftieth (150th) day prior to such annual meeting and not later than the close of business on the later of the one hundred twentieth (120th) day prior to such annual meeting or the tenth (10th) day following the date on which public disclosure (as defined in Section 2.10(c)(ii)) of the date of such annual meeting is first made by the Company. In no event shall the public disclosure of an adjournment or a postponement of an annual meeting of stockholders commence a

new time period (or extend any time period) for the giving of the Stockholder Notice as described above.

(iii) Within the time period for delivery of the Stockholder Notice, a written representation and agreement of each Stockholder Nominee shall be delivered to the Secretary of the Company at the principal executive offices of the Company, which shall be signed by each Stockholder Nominee and shall represent and agree (A) as to the matters set forth in Section 2.10(a)(ii)(A), and (B) that such Stockholder Nominee consents to being named as a nominee in any proxy statement and form of proxy relating to the annual meeting of stockholders and to serving as a Director if elected. At the request of the Company, the Stockholder Nominee must promptly, but in any event within five (5) business days after such request, submit all completed and signed questionnaires required of the Company's nominees and provide to the Company such other information as it may reasonably request. The Company may request such additional information as necessary to permit the Board of Directors to determine if each Stockholder Nominee satisfies the requirements of this Section 2.11.

(iv) In the event that any information or communications provided by the Eligible Stockholder or any Stockholder Nominees to the Company or its stockholders is not, when provided, or thereafter ceases to be, true, correct and complete in all material respects (including omitting a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading), such Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly notify the Secretary and provide the information that is required to make such information or communication true, correct, complete and not misleading; it being understood that providing any such notification shall not be deemed to cure any defect or limit the Company's right to omit a Stockholder Nominee from its proxy materials as provided in this Section 2.11.

(d) Proxy Access Procedures.

(i) Notwithstanding anything to the contrary contained in this Section 2.11, the Company may omit from its proxy materials any Stockholder Nominee, and such nomination shall be disregarded and no vote on such Stockholder Nominee shall occur, notwithstanding that proxies in respect of such vote may have been received by the Company, if:

(A) the Eligible Stockholder or Stockholder Nominee breaches any of its agreements, representations or warranties set forth in the Stockholder Notice or otherwise submitted pursuant to this Section 2.11, any of the information in the Stockholder Notice or otherwise submitted pursuant to this Section 2.11 was not, when provided, true, correct and complete (or omitted a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading), or the Eligible Stockholder or applicable Stockholder Nominee otherwise fails to comply with its obligations pursuant to these Bylaws, including, but not limited to, its obligations under this Section 2.11;

(B) the Stockholder Nominee (1) is not independent under any applicable listing standards, any applicable rules of the Commission or any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the Company's Directors, (2) is or has been, within the past three (3) years, an officer or Director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, as amended, (3) is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in a criminal proceeding (excluding traffic violations and other minor offenses) within the past ten (10) years, (4) is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act") or (5) shall have provided any information to the Company or its stockholders that was untrue in any material respect or that omitted to state a material fact necessary to make the statements made, in light of the circumstances in which they were made, not misleading;

(C) the Company has received a notice (whether or not subsequently withdrawn) that a stockholder intends to nominate any candidate for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees for Director in Section 2.10(a); or

(D) the election of the Stockholder Nominee to the Board of Directors would cause the Company to violate the Certificate of Incorporation, these Bylaws, or any applicable law, rule, regulation or listing standard.

(ii) An Eligible Stockholder submitting more than one Stockholder Nominee for inclusion in the Company's proxy materials pursuant to this Section 2.11 shall rank such Stockholder Nominees based on the order that the Eligible Stockholder desires such Stockholder Nominees to be selected for inclusion in the Company's proxy materials and include such assigned rank in its Stockholder Notice submitted to the Company. In the event that the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 2.11 exceeds the Authorized Number, the Stockholder Nominees to be included in the Company's proxy materials shall be determined in accordance with the following provisions: one Stockholder Nominee who satisfies the eligibility requirements in this Section 2.11 shall be selected from each Eligible Stockholder for inclusion in the Company's proxy materials until the Authorized Number is reached, going in order of the amount (largest to smallest) of shares of the Company each Eligible Stockholder disclosed as Owned in its Stockholder Notice submitted to the Company and going in the order of the rank (highest to lowest) assigned to each Stockholder Nominee by such Eligible Stockholder. If the Authorized Number is not reached after one Stockholder Nominee who satisfies the eligibility requirements in this Section 2.11 has been selected from each Eligible Stockholder, this selection process shall continue as many times as necessary, following the same order each time, until the Authorized Number is reached. Following such determination, if any Stockholder Nominee who satisfies the eligibility requirements in this Section 2.11 thereafter is nominated by the Board of Directors, thereafter is not included in the Company's proxy materials or thereafter is not submitted for Director election for any reason (including the Eligible Stockholder's or Stockholder Nominee's failure to comply

with this Section 2.11), no other nominee or nominees shall be included in the Company's proxy materials or otherwise submitted for election as a Director at the applicable annual meeting of stockholders in substitution for such Stockholder Nominee.

(iii) Any Stockholder Nominee who is included in the Company's proxy materials for a particular annual meeting of stockholders but either (A) withdraws from or becomes ineligible or unavailable for election at such annual meeting for any reason, including for the failure to comply with any provision of these Bylaws (provided that in no event shall any such withdrawal, ineligibility or unavailability commence a new time period (or extend any time period) for the giving of a Stockholder Notice) or (B) does not receive in favor of such Stockholder Nominee's election at least twenty-five percent (25%) of the votes cast with respect to such Stockholder Nominee's election, shall be ineligible to be a Stockholder Nominee pursuant to this Section 2.11 for the next two (2) annual meetings of stockholders.

(iv) Notwithstanding the foregoing provisions of this Section 2.11, unless otherwise required by law or otherwise determined by the chairperson of the meeting or the Board of Directors, if the stockholder delivering the Stockholder Notice (or a qualified representative of the stockholder, as defined in Section 2.10(c)(i)) does not appear at the annual meeting of stockholders of the Company to present its Stockholder Nominee or Stockholder Nominees, such nomination or nominations shall be disregarded, notwithstanding that proxies in respect of the election of the Stockholder Nominee or Stockholder Nominees may have been received by the Company.

(v) The Board of Directors (and any other person or body authorized by the Board of Directors) shall have the power and authority to interpret this Section 2.11 and to make any and all determinations necessary or advisable to apply this Section 2.11 to any persons, facts or circumstances, including, without limitation, the power to determine (A) whether one or more stockholders or beneficial owners qualifies as an Eligible Stockholder, (B) whether a Stockholder Notice complies with this Section 2.11 and has otherwise met the requirements of this Section 2.11, (C) whether a Stockholder Nominee satisfies the qualifications and requirements in this Section 2.11, and (D) whether any and all requirements of this Section 2.11 (or any applicable requirements of Section 2.10) have been satisfied. Any such interpretation or determination adopted in good faith by the Board of Directors (or any other person or body authorized by the Board of Directors) shall be binding on all persons, including, without limitation, the Company and its stockholders (including, without limitation, any beneficial owners).

(vi) For the avoidance of doubt, nothing in this Section 2.11 shall limit the Company's ability to solicit against any Stockholder Nominee or include in its proxy materials the Company's own statements or other information relating to any Eligible Stockholder or Stockholder Nominee, including any information provided to the Company pursuant to this Section 2.11.

(vii) Other than pursuant to Rule 14a-19 under the Exchange Act, this Section 2.11 shall be the exclusive method for stockholders to include Director nominees for election in the Company's proxy materials.

ARTICLE III

BOARD OF DIRECTORS

3.1 Number and Qualifications. The business and affairs of the Company shall be managed by or under the direction of the Board of Directors. The number of Directors constituting the entire Board of Directors shall be not less than six (6) nor more than sixteen (16), as fixed from time to time exclusively by resolution of a majority of the entire Board of Directors. As used in these Bylaws, the term "entire Board of Directors" means the total authorized number of Directors that the Company would have if there were no vacancies.

3.2 Term. Subject to any rights of holders of preferred stock, if any, to elect directors, each director shall hold office for the applicable term set forth in the Certificate of Incorporation. Notwithstanding the expiration of the term of a director, the director shall continue to hold office until a successor shall be elected and qualified or until his or her earlier death, resignation, disqualification or removal.

3.3 Resignation. A Director may resign at any time by giving written notice to the Chairperson of the Board, the Chief Executive Officer, the Lead Director (if any) or the Secretary. Unless otherwise stated in such notice of resignation, the acceptance thereof shall not be necessary to make it effective; and such resignation shall take effect at the time or upon the happening of an event specified therein or, in the absence of such specification, it shall take effect upon the receipt thereof.

3.4 Vacancies. Subject to the provisions of the Certificate of Incorporation and the rights of the holders of any class or series of preferred stock to elect directors, any vacancies on the Board of Directors for any reason, including from the death, resignation, disqualification or removal of any director, and any newly created directorships resulting by reason of any increase in the number of directors shall be filled exclusively by the Board of Directors, acting by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by stockholders. Subject to the provisions of the Certificate of Incorporation, any directors elected to fill a vacancy shall hold office until the next annual meeting of stockholders or until their successors are duly elected and qualified or until their death, resignation, disqualification or removal.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held without further notice on such date and at such time and place as shall from time to time be determined by the Board of Directors. A meeting of the Board of Directors for the election of officers and the transaction of such other business as may come before it may be held without notice immediately following the annual meeting of stockholders.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson of the Board, the Chief Executive Officer, the Lead Director, or at the request in writing or by the affirmative vote of a majority of the Directors then in office.

3.7 Notice of Special Meetings. Notice of the time and place of each special meeting of the Board of Directors shall be mailed to each Director at least two (2) days before the meeting at his or her residence or usual place of business, or telegraphed, telecopied or electronically transmitted or delivered personally or by telephone to such Director at least one (1) day before the meeting but such notice may be waived by such Director. The notice need not state the purposes of the special

meeting of the Board of Directors and, unless indicated in the notice thereof, any and all business may be transacted at a special meeting of the Board of Directors.

3.8 Place of Meetings. The Directors may hold their meetings and have an office or offices within or outside of the State of Delaware as the Board of Directors may from time to time determine.

3.9 Participation in Meetings by Other Communications Equipment. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of the Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

3.10 Quorum. A majority of the total number of Directors then holding office shall constitute a quorum. If a quorum does not exist, a majority of the Directors present may adjourn the meeting of the Board of Directors from time to time without notice, other than announcement at the meeting, until a quorum shall be obtained.

3.11 Chairperson of the Board. The Board of Directors, in its discretion, may choose a Chairperson of the Board (who shall be a Director but need not be elected as an officer). The Chairperson of the Board shall perform such duties and may exercise such powers as may from time to time be assigned by these Bylaws or by the Board of Directors.

3.12 Organization. The Chairperson of the Board, or, in the absence of the Chairperson of the Board, the independent Lead Director (if any), or, in the absence of the Chairperson and independent Lead Director, a member of the Board of Directors selected by the majority of the entire Board of Directors, shall preside at meetings of the stockholders and meetings of the Board of Directors. The Secretary or an Assistant Secretary of the Company shall act as secretary, but in the absence of the Secretary or an Assistant Secretary, the presiding officer may appoint a secretary.

3.13 Compensation of Directors. Directors shall receive such compensation for their services on the Board of Directors and any committee thereof and such reimbursement for their expenses of attending meetings of the Board of Directors and any committee thereof as the Board of Directors may determine from time to time.

3.14 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent to the action in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee thereof. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.15 Interested Transactions. No contract or transaction between the Company and one or more of its Directors or officers, or between the Company and any other corporation, partnership, association or other organization in which one or more of the Company's Directors or officers are Directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction, or solely because any such Director's or officer's vote is counted for such purpose if: (a) the material facts as to the Director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known

to the Board of Directors or the committee and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; (b) the material facts as to the Director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorizes the contract or transaction.

3.16 Committees of the Board of Directors. The Board of Directors may designate one or more committees, each committee to consist of one or more of the Directors. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Subject to the rules and regulations of any securities exchange or quotation system on which the securities of the Company are listed for trading, if a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Company and may authorize the seal of the Company to be affixed to all papers that may require it to the extent so authorized by the Board of Directors. Unless the Board of Directors provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board of Directors provides otherwise, each committee designated by the Board of Directors may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to this Article III. Notwithstanding anything to the contrary contained in this Article III, any resolution of the Board of Directors establishing or directing any committee of the Board of Directors or establishing or amending the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling. No committee of the Board of Directors shall have the power or authority to (a) approve or adopt, or recommend to stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval; or (b) adopt, amend, or repeal these Bylaws. No committee of the Board of Directors shall take any action that is required by these Bylaws, the Certificate of Incorporation or the DGCL to be taken by a vote of a specified proportion of the entire Board of Directors.

ARTICLE IV

OFFICERS

4.1 Positions and Election. The officers of the Company shall consist of a Chief Executive Officer, a Secretary, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including one or more Business Presidents, Vice Presidents, Assistant Treasurers and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate. Officers at the level below Senior Vice President may be appointed by the Chief Executive Officer. Any two or more offices may be held by the same person. Officers may, but need not, be Directors or stockholders of the Company.

4.2 Term. Each officer of the Company shall hold office until such officer's successor is duly elected and qualified or until such officer's earlier death, resignation or removal. The Board of Directors may remove any officer at any time with or without cause by the majority vote of the members of the Board of Directors.

4.3 Resignation. Any officer of the Company may resign at any time by giving written notice of his or her resignation to the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless such notice provides that the resignation is effective at some later time or upon the occurrence of some later event.

4.4 Vacancies. A vacancy occurring in any office shall be filled in the same manner as provide for the election or appointment to such office.

4.5 Chief Executive Officer. The Chief Executive Officer shall have general charge and supervision of the business of the Company subject to the direction of the Board of Directors, and shall perform all duties and have all powers that are commonly incident to the office of chief executive or that are delegated to such officer by the Board of Directors.

4.6 Business Presidents; Vice Presidents. Each Business President and Vice President shall have such powers and perform such duties as may be assigned to him or her from time to time by the Board of Directors or the Chief Executive Officer. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

4.7 Secretary; Assistant Secretary. The Secretary, or an Assistant Secretary, shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board of Directors, and shall perform such other duties as may be assigned by the Board of Directors. The Secretary, or an Assistant Secretary, shall keep in safe custody the seal of the Company and have authority to affix the seal to all documents requiring it and attest to the same.

4.8 Treasurer; Assistant Treasurer. The Treasurer, or an Assistant Treasurer, shall have the custody of the corporate funds and other property of the Company, except as otherwise provided by the Board of Directors, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of

Directors. The Treasurer, or an Assistant Treasurer, shall disburse the funds of the Company as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and whenever requested by the Board of Directors, shall render an account of all his or her transactions as treasurer and of the financial condition of the Company, and shall perform such other duties as may be assigned by the Board of Directors.

4.9 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding the provisions herein.

4.10 Voting Securities Owned by the Company. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Company may be executed in the name of and on behalf of the Company by the Chief Executive Officer or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Company, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Company may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Company might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

ARTICLE V

INDEMNIFICATION

5.1 Mandatory Indemnification. The Company shall indemnify, to the fullest extent permitted by Delaware law, any person who was or is a defendant or is threatened to be made a defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person:

(a) is or was a Director, officer or employee of the Company;

(b) is or was a Director, officer or employee of the Company and is or was serving at the request of the Company as a Director, trustee, member, member representative, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise; or

(c) is or was serving at the request of the Company as a Director, trustee, member, member representative or officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise

against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests

of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

5.2 Permitted Indemnification. The Company may indemnify, to the fullest extent permitted by Delaware law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person:

(a) is or was a Director, officer, employee or agent of the Company; or

(b) is or was serving at the request of the Company as a Director, trustee, member, member representative, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise

against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

5.3 Expenses Payable in Advance. Expenses (including attorneys' fees) incurred by any person who is or was a Director or officer of the Company, or any person who is or was serving at the request of the Company as a Director, trustee, member, member representative or officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, in defending or investigating a threatened or pending action, suit or proceeding, whether civil, criminal, administrative or investigative, shall be paid by the Company to the fullest extent permitted by Delaware law in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it ultimately shall be determined that such person is not entitled to be indemnified by the Company as authorized in this Article V. Such expenses (including attorneys' fees) incurred by any person who is or was an employee or agent of the Company, or any person who is or was serving at the request of the Company as an employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

5.4 Judicial Determination of Mandatory Indemnification or Mandatory Advancement of Expenses. Any person may apply to any court of competent jurisdiction in the State of Delaware to order indemnification or advancement of expenses to the extent mandated under Sections 5.1 or 5.3 above. The basis of such order of indemnification or advancement of expenses by a court shall be a determination by such court that indemnification of, or advancement of expenses to, such person is proper in the circumstances. Notice of any application for indemnification or advancement of expenses pursuant to this Section 5.4 shall be given to the Company promptly upon the filing of such application. The burden of proving that such person is not entitled to such mandatory indemnification or mandatory advancement of expenses, or that the Company is

entitled to recover the mandatory advancement of expenses pursuant to the terms of an undertaking, shall be on the Company. If successful in whole or in part in obtaining an order for mandatory indemnification or mandatory advancement of expenses, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, such person shall also be entitled to be paid all costs (including attorneys' fees and expenses) in connection therewith.

5.5 Nonexclusivity. The indemnification and advancement of expenses mandated or permitted by, or granted pursuant to, this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any Bylaw, agreement, contract, vote of stockholders or disinterested Directors, or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise both as to action by the person in an official capacity and as to action in another capacity while holding such office it being the policy of the Company that indemnification of the persons specified in Section 5.1 and Section 5.3 shall be made to the fullest extent permitted by law. The provisions of this Article V shall not be deemed to preclude the indemnification of any person who is not specified in Section 5.1 or 5.3, but whom the Company has the power or obligation to indemnify under Delaware law or otherwise.

5.6 Insurance. The Company may, but shall not be obligated to, purchase and maintain insurance at its expense on behalf of any person who is or was a Director, officer, employee or agent of the Company, or is or was a Director or officer of the Company serving at the request of the Company as a Director, officer, trustee, member, member representative, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise against any liability asserted against and incurred by such person in any such capacity, or arising out of the person's status as such, whether or not the Company would have the power or the obligation to indemnify such person against such liability under the provisions of this Article V.

5.7 Definitions. For the purposes of this Article V references to "the Company" shall include, in addition to the resulting company, any constituent company (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Directors, trustees, members, member representatives, officers, employees or agents, so that any person who is or was a Director, trustee, member, member representative, officer, employee or agent of such constituent company, or is or was serving at the request of such constituent company as a Director, trustee, member, member representative, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving company as such person would have with respect to such constituent company if its separate existence had continued. The term "other enterprise" as used in this Article V shall include employee benefit plans. References to "fines" in this Article V shall include excise taxes assessed on a person with respect to an employee benefit plan. The phrase "serving at the request of the Company" shall include any service as a Director, trustee, member, member representative, officer, employee or agent that imposes duties on, or involves services by, such Director, trustee, member, member representative, officer, employee or agent with respect to any employee benefit plan, its participants or beneficiaries.

5.8 Survival. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall continue as to a person who has ceased to be a Director, officer, employee or

agent of the Company, and to a person who has ceased to serve at the request of the Company as a Director, trustee, member, member representative, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, and, in each case, shall inure to the benefit of the heirs, executors and administrators of such person.

5.9 Repeal, Amendment or Modification. Any repeal, amendment or modification of this Article V shall not affect any rights or obligations then existing between the Company and any person referred to in this Article V with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon such state of facts.

ARTICLE VI

MISCELLANEOUS

6.1 Seal. The corporate seal shall have inscribed upon it the name of the Company, the year "2024" and the words "Seal" and "Delaware." The Secretary shall be in charge of the seal and may authorize a duplicate seal to be kept and used by any other officer or person.

6.2 Waiver of Notice. Whenever any notice is required to be given to any stockholder or Director, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

6.3 Forum for Adjudication of Certain Disputes. Unless the Company consents in writing to the selection of an alternative forum (an "Alternative Forum Consent"), the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Company, (b) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any current or former Director, officer, other employee, stockholder, or agent of the Company to the Company or the Company's stockholders, (c) any action asserting a claim against the Company or any current or former Director, officer, stockholder, employee or agent of the Company arising out of or relating to any provision of the DGCL or the Company's Certificate of Incorporation or Bylaws (each, as in effect from time to time), or (d) any action asserting a claim against the Company or any current or former Director, officer, stockholder, employee or agent of the Company governed by the internal affairs doctrine of the State of Delaware; provided, however, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, then the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, except that, in each such case, if the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein, then such action or proceeding shall not be required to be brought in another state or federal court located within the State of Delaware. Notwithstanding the foregoing, unless the Company gives an Alternative Forum Consent, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act or any rules or regulations promulgated thereunder. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Company shall be deemed to have notice of and consented to the provisions of this Section 6.3. Failure to enforce the foregoing provisions would cause the Company irreparable harm and the Company shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce

the foregoing provisions. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Company's ongoing consent right as set forth above in this Section 6.3 with respect to any current or future actions or claims. Notwithstanding anything to the contrary in this Section 6.3, nothing contained in this Section 6.3 shall apply to any action brought to enforce any duty or liability created by the Exchange Act or any rules or regulations promulgated thereunder, to the extent such application would be contrary to law.

6.4 Offices. The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle 19801. The name of its registered agent at that address is The Corporation Trust Company. The Company may also have offices at such other places within or outside of the State of Delaware as the Board of Directors may from time to time determine or the business of the Company may from time to time require.

6.5 Fiscal Year. Except as from time to time otherwise designated by the Board of Directors, the fiscal year of the Corporation shall end on December 31.

6.6 Contracts. Except as otherwise provide in these Bylaws, the Board of Directors may authorize any officer or officers to enter into any contract or to execute or deliver any instrument on behalf of the Company and such authority may be general or limited to specific instances. Any officer so authorized may, unless the authorizing resolution otherwise provides, delegate such authority to one or more subordinate officers, employees or agents, and such delegation may provide for further delegation.

6.7 Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Company shall be signed, endorsed or accepted in the name of the Company by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

6.8 Dividends. Dividends upon the capital stock of the Corporation, subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 3.14), and may be paid in cash, in property, or in shares of the Company's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Company available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Company, or for equalizing dividends, or for repairing or maintaining any property of the Company, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

6.9 Conflict with Applicable Law or Certificate of Incorporation. These Bylaws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

ARTICLE VII

AMENDMENT OF BYLAWS

7.1 Amendment of Bylaws. Subject to Section 7.2, the Board of Directors is expressly authorized and shall have the power to amend, alter, change, modify, supplement, repeal or adopt any provision of these Bylaws at any regular or special meeting of the Board of Directors at which there is a quorum by the affirmative vote of a majority of the total number of Directors present at such meeting, or by unanimous written consent in accordance with Section 3.14. Subject to Section 7.2, the stockholders also shall have power to amend, alter, change, modify, supplement, repeal or adopt any provision of these Bylaws at any annual or special meeting of stockholders subject to the requirements of these Bylaws and the Certificate of Incorporation by the affirmative vote of the holders of a majority of the voting power of all the shares of capital stock of the Company then entitled to vote generally in the election of Directors, voting together as a single class.

7.2 Amendment Requiring Series A Preferred Stockholders Vote. Notwithstanding anything in the Certificate of Incorporation or these Bylaws to the contrary, the unanimous affirmative vote of the holders of all of the outstanding shares of Series A Preferred Stock of the Company, voting separately as a single class, shall be required for the matters set forth in the Series A Preferred Stock Certificate of Designation (as defined in the Certificate of Incorporation), including Section 5 thereof. Any amendment, alteration, change, modification, supplement, repeal or adoption of any provision of these Bylaws or attempt thereof, directly or indirectly (including, without limitation, through any supplement, merger, combination, consolidation, tender offer, scheme of arrangement, sale, disposition, divestiture, acquisition, settlement, exchange (including, without limitation, any exchange for securities or other obligations or instruments (including, without limitation, equity-linked, derivative, synthetic or otherwise)), conversion (statutory or otherwise), swap, transfer, assignment, delegation, issuance, dividend, continuance, reclassification, stock split, recapitalization, reorganization, dissolution, termination, restructuring, joint venture, strategic partnership, migration, change in jurisdiction, division (statutory or otherwise), demerger, spin-off, split-off, separation, dividend, distribution, rights offering, or other corporate action or event, including in a single transaction or a series of related transactions), without the vote required under the Series A Preferred Stock Certificate of Designation, and any such amendment, alteration, change, modification, supplement, repeal or adoption, or attempt thereof, and any documentation thereof or related thereto, shall be expressly *ultra vires*, null and void *ab initio* and of no force or effect.

QNITY ELECTRONICS, INC.
EQUITY AND INCENTIVE PLAN

Section 1. Purpose of Plan.

The purposes of this Qnity Electronics, Inc. Equity and Incentive Plan (as amended from time to time, the "Plan") are to (a) provide an additional incentive to selected employees, directors, independent contractors and consultants of the Company or its Affiliates whose contributions are essential to the growth and success of the Company, (b) strengthen the commitment of such individuals to the Company and its Affiliates, (c) motivate those individuals to faithfully and diligently perform their responsibilities and (d) attract and retain competent and dedicated individuals whose efforts will result in the long-term growth and profitability of the Company. To accomplish these various purposes, the Plan provides that the Company may grant Options, Share Appreciation Rights, Restricted Shares, Restricted Stock Units, Share Bonuses, Other Share-Based Awards, Cash Awards, Conversion Awards or any combination of the foregoing.

Section 2. Definitions.

For purposes of the Plan, the following capitalized terms shall be defined as set forth below:

(a) "Administrator" means the Board, or, if and to the extent the Board does not administer the Plan, the Committee in accordance with Section 3 hereof.

(b) "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

(c) "Applicable Laws" means the applicable requirements under U.S. federal and state corporate laws, U.S. federal and state securities laws, including the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any other country or jurisdiction where Awards are granted under the Plan, all as are in effect from time to time.

(d) "Authorized Officer" has the meaning set forth in Section 3(c) hereof.

(e) "Award" means any Option, Share Appreciation Right, Restricted Share, Restricted Stock Unit, Share Bonus, Other Share-Based Award, Cash Award or Conversion Award granted under the Plan.

(f) "Award Agreement" means any written agreement, contract or other instrument or document evidencing an Award, including through electronic medium, which shall contain such terms and conditions with respect to an Award as the Administrator shall determine, consistent with the Plan.

(g) "Base Price" has the meaning set forth in Section 8(b) hereof.

(h) "Beneficial Owner" (or any variant thereof) has the meaning defined in Rule 13d-3 under the Exchange Act.

(i) "Board" means the Board of Directors of the Company.

(j) "Bylaws" mean the bylaws of the Company, as may be amended and/or restated from time to time.

(k) "Cash Award" means an Award granted pursuant to Section 12 hereof.

(l) "Cause" shall have the meaning set forth in the Participant's employment or other agreement with the Company, any Subsidiary or any Affiliate, if any; provided that if the Participant is not a party to any such employment or other agreement or such employment or other agreement does not contain a definition of Cause, then Cause shall mean (i) the willful and continued failure of the Participant to perform substantially the Participant's duties with the Company or any Subsidiary or Affiliate (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Participant by the employing Company, Subsidiary or Affiliate that specifically identifies the alleged manner in which the Participant has not substantially performed the Participant's duties, or (ii) the willful engaging by the Participant in illegal conduct or misconduct that is injurious to the Company or any Subsidiary or Affiliate, including any breach of the Company's Code of Business Conduct or other applicable ethics policy. Any voluntary

termination of employment or service by the Participant in anticipation of an involuntary termination of the Participant's employment or service, as applicable, for Cause shall be deemed to be a termination for Cause.

(m) "Change in Capitalization" means any (i) merger, amalgamation, consolidation, reclassification, recapitalization, spin-off, spin-out, repurchase or other reorganization or corporate transaction or event, (ii) special or extraordinary dividend or other extraordinary distribution (whether in the form of cash, Common Stock or other property), stock split, reverse stock split, share subdivision or consolidation, (iii) combination or exchange of shares or (iv) other change in corporate structure, which, in any such case, the Administrator determines, in its sole discretion, affects the Shares such that an adjustment pursuant to Section 5 hereof is appropriate.

(n) "Change in Control" means the first of the following events to occur on or following the Effective Date:

(1) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person which were acquired directly from the Company or its Affiliates) representing more than thirty percent (30%) of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (3) below; or

(2) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended; or

(3) there is consummated a merger or consolidation of the Company or any direct or indirect Subsidiary with any other corporation or other entity, other than (i) a merger or consolidation which results in (A) the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, at least sixty percent (60%) of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (B) the individuals who comprise the Board immediately prior thereto constituting immediately thereafter at least a majority of the board of directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger is then a Subsidiary, the ultimate parent thereof, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities;

(4) or the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets (it being conclusively presumed that any sale or disposition is a sale or disposition by the Company of all or substantially all of its assets if the consummation of the sale or disposition is contingent upon approval by the Company's stockholders unless the Board expressly determines in writing that such approval is required solely by reason of any relationship between the Company and any other Person or an Affiliate of the Company and any other Person), other than a sale or disposition by the Company of all or substantially all

of the Company's assets to an entity (i) at least sixty percent (60%) of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale or disposition and (ii) the majority of whose board of directors immediately following such sale or disposition consists of individuals who comprise the Board immediately prior thereto; or

Notwithstanding the foregoing, (x) a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions, and (y) if all or a portion of an Award constitutes deferred compensation under Section 409A of the Code and such Award (or portion thereof) is to be settled, distributed or paid on an accelerated basis due to a Change in Control event that is not a "change in control event" described in Treasury Regulation Section 1.409A-3(i)(5) or successor guidance, if such settlement, distribution or payment would result in additional tax under Section 409A of the Code, such Award (or the portion thereof) shall vest at the time of the Change in Control (provided such accelerated vesting will not result in additional tax under Section 409A of the Code), but settlement, distribution or payment, as the case may be, shall not be accelerated.

(o) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(p) "Committee" means any committee or subcommittee the Board may appoint to administer the Plan. Unless the Board determines otherwise, the Committee shall be composed entirely of individuals who meet the qualifications of (i) a "non-employee director" within the meaning of Rule 16b-3 and (ii) any other qualifications required by the applicable stock exchange on which the Common Stock is traded.

(q) "Common Stock" means the common stock, par value US$0.01 per share, of the Company.

(r) "Company" means Qnity Electronics, Inc., a Delaware corporation (or any successor company, except as the term "Company" is used in the definition of "Change in Control" above).

(s) "Disability" has the meaning assigned to such term or an analogous term in any individual service, employment or severance agreement or Award Agreement with the Participant or, if no such agreement exists or if such agreement does not define "Disability" or an analogous term, then "Disability" means that a Participant, as determined by the Administrator in its sole discretion, (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company or an Affiliate thereof.

(t) "DuPont" means DuPont de Nemours, Inc., a corporation organized under the laws of the State of Delaware.

(u) "DuPont Awards" shall have the meaning set forth in Section 13 of the Plan.

(v) "Effective Date" has the meaning set forth in Section 20.

(w) "Eligible Recipient" means an employee, director, independent contractor, or natural person consultant of the Company or any Affiliate of the Company who has been selected as an eligible participant by the Administrator; provided, however, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, an Eligible Recipient of an Option or a Share Appreciation Right means an employee, director, independent contractor, or natural person consultant of the Company or any Affiliate of the Company with respect to whom the Company is an "eligible issuer of service recipient stock" within the meaning of Section 409A of the Code; and provided, further, that an Eligible Recipient of an ISO means an individual who is an employee of the Company, a "parent corporation" (as such term is defined in Section 424(e) of the Code) of the Company or a "subsidiary corporation" (as such term is defined in Section 424(f) of the Code) of the Company.

(x) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

(y) "Executive Officer" means an officer of the Company who is subject to the liability provisions of Section 16 of the Exchange Act.

(z) "Exempt Award" means the following:

(1) An Award granted in assumption of, or in substitution for, outstanding awards previously granted by a corporation or other entity acquired by the Company or any of its Affiliates or with which the Company or any of its Affiliates combines by merger or otherwise. The terms and conditions of any such Awards may vary from the terms and conditions set forth in the Plan to the extent the Administrator at the time of grant may deem appropriate, subject to Applicable Laws.

(2) An "employment inducement" award as described in the applicable stock exchange listing manual or rules as may be granted under the Plan from time to time. The terms and conditions of any "employment inducement" award may vary from the terms and conditions set forth in the Plan to such extent as the Administrator at the time of grant may deem appropriate, subject to Applicable Laws.

(3) An award that an Eligible Recipient purchases at Fair Market Value (including awards that an Eligible Recipient elects to receive in lieu of fully vested compensation that is otherwise due) whether or not the Shares are delivered immediately or on a deferred basis.

(aa) "Exercise Price" means, (i) with respect to any Option, the per-share price at which a holder of such Option may purchase Shares issuable upon the exercise of such Option.

(bb) "Fair Market Value" of a share of Common Stock or another security as of a particular date shall mean the fair market value as determined by the Administrator in its sole discretion; provided that, (i) if the Common Stock or other security is admitted to trading on a national securities exchange, the fair market value on any date shall be the closing sale price reported on such date, (or if such date is not a trading day, on the last preceding date on which there was a sale of a share of Common Stock or other security on such exchange), or (ii) if the Common Stock or other security is then traded in an over-the-counter market, the fair market value on any date shall be the average of the closing bid and asked prices for such share or other security in such over-the-counter market on such day (or, if none, for the last preceding date on which there was a sale of such share or other security in such market).

(cc) "Free Standing Rights" have the meaning set forth in Section 8(a).

(dd) "Good Reason" has the meaning assigned to such term or an analogous term in any employment agreement or severance agreement or plan or Award Agreement.

(ee) "ISO" means an Option intended to be and designated as, and that satisfies the requirements to be, an "incentive stock option" within the meaning of Section 422 of the Code.

(ff) "Nonqualified Stock Option" means an Option that is not designated as an ISO or that otherwise does not satisfy the requirements to be an ISO, as such requirements are set forth in Section 422 of the Code.

(gg) "Option" means an option to purchase shares of Common Stock granted pursuant to Section 7 hereof. The term "Option" as used in the Plan includes the terms "Nonqualified Stock Option" and "ISO."

(hh) "Other Share-Based Award" means a right or other interest granted pursuant to Section 10 that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Common Stock, including unrestricted Shares, dividend equivalents or performance units, each of which may be subject to the attainment of performance goals or a period of continued provision of service or employment or other terms or conditions as permitted under the Plan.

(ii) "Participant" means any Eligible Recipient selected by the Administrator, pursuant to the Administrator's authority provided for in Section 3 below, to receive grants of Awards, any permitted assigns, and, upon his or her death, his or her successors, heirs, executors and administrators, as the case may be.

(jj) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof.

(kk) "Plan" has the meaning set forth in Section 1 hereof.

(ll) "Related Rights" has the meaning set forth in Section 8(a) hereof.

(mm) "Restricted Period" has the meaning set forth in Section 9(a).

(nn) "Restricted Shares" means Shares granted pursuant to Section 9 hereof subject to certain restrictions that lapse at the end of a specified period or periods of time and/or upon attainment of specified performance objectives.

(oo) "Restricted Stock Unit" means the right granted pursuant to Section 9 hereof to receive a share of Common Stock or the cash equivalent of the Fair Market Value of a share of Common Stock or a combination thereof.

(pp) "Rule 16b-3" has the meaning set forth in Section 3(a).

(qq) "Separation" means the consummation of the transactions contemplated by the Separation and Distribution Agreement, dated as of , 2025 by and between DuPont and the Company.

(rr) "Share Appreciation Right" means the right to receive, upon exercise of the right, the applicable amounts as described in Section 8 hereof.

(ss) "Share Bonus" means a bonus payable in fully vested shares of Common Stock granted pursuant to Section 11 hereof.

(tt) "Shares" means Common Stock reserved for issuance under the Plan, as adjusted pursuant to the Plan, and any successor (pursuant to a merger, amalgamation, consolidation or other reorganization) security.

(uu) "Subsidiary" means, with respect to any Person, as of any date of determination, any other Person as to which such first Person owns or otherwise controls, directly or indirectly, more than 50% of the voting shares or other similar interests or a sole general partner interest or managing member or similar interest of such other Person.

(vv) "Transfer" has the meaning set forth in Section 18 hereof.

Section 3. Administration.

(a) The Plan shall be administered by the Administrator and shall be administered, to the extent applicable, in accordance with Rule 16b-3 under the Exchange Act ("Rule 16b-3").

(b) Pursuant to the terms of the Plan, the Administrator, subject, in the case of any Committee, to any restrictions on the authority delegated to it by the Board, shall have the power and authority, without limitation:

(1) to select those Eligible Recipients who shall be Participants;

(2) to determine whether and to what extent Awards are to be granted hereunder to Participants;

(3) to determine the number of Shares to be covered by each Award granted hereunder;

(4) to determine the terms and conditions, not inconsistent with the terms of the Plan, of each Award granted hereunder (including as applicable (i) the restrictions applicable to Restricted Shares or Restricted Stock Units and the conditions under which restrictions applicable to such Restricted Shares or Restricted Stock Units shall lapse, (ii)

the performance goals and periods applicable to Awards, (iii) the Exercise Price of each Option and the Base Price of each Share Appreciation Right and the purchase price, if any, of any other Award, (iv) the vesting schedule applicable to each Award, (v) the number of Shares or amount of cash or other property subject to each Award and (vi) subject to the requirements of Section 409A of the Code (to the extent applicable), any amendments to the terms and conditions of outstanding Awards, including equitable adjustments to performance goals in recognition of unusual or non-recurring events affecting the Company or any Affiliate thereof or the financial statements of the Company or any Affiliate thereof, in response to changes in applicable laws or regulations, or to account for items of gain, loss or expense determined to be extraordinary or unusual in nature or infrequent in occurrence or related to the disposal of a segment of a business or related to a change in accounting principles);

(5) to determine the terms and conditions, not inconsistent with the terms of the Plan, which shall govern all written instruments evidencing Awards;

(6) to determine the Fair Market Value in accordance with the terms of the Plan;

(7) to determine the duration and purpose of leaves of absence which may be granted to a Participant without constituting termination of the Participant's employment or service for purposes of Awards granted under the Plan;

(8) to determine the impact of leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment status or service status of a Participant, on Awards, both with regard to vesting schedule and termination;

(9) to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall from time to time deem advisable;

(10) to prescribe, amend and rescind rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or qualifying for favorable tax treatment under applicable foreign laws, which rules and regulations may be set forth in an appendix or appendices to the Plan; and

(11) to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any Award Agreement relating thereto), and to otherwise supervise the administration of the Plan and to exercise all powers and authorities either specifically granted under the Plan or necessary and advisable in the administration of the Plan.

(c) To the extent permitted by Applicable Laws, the Administrator may, by resolution, authorize one or more Executive Officers (each such Executive Officer, an "Authorized Officer") to do one or both of the following on the same basis as (and as if the Authorized Officer for such purposes were) the Administrator: (i) designate Eligible Recipients to receive Awards and (ii) determine the size and terms and conditions of any such Awards; provided, however, that (1) the Administrator shall not delegate such responsibilities to any Authorized Officer for Awards granted to an Eligible Recipient who is an Executive Officer, a non-employee director of the Company, or a more than 10% Beneficial Owner of any class of the Company's equity securities that is registered pursuant to Section 12 of the Exchange Act, as determined in accordance with Section 16 of the Exchange Act, and (B) the resolution providing for such authorization shall set forth the total number of shares of Common Stock the Authorized Officer may grant during any period. The Authorized Officer(s) shall report periodically to the Administrator regarding the nature and scope of the Awards granted pursuant to the authority delegated.

(d) Subject to Section 5 hereof, the Administrator shall not have the authority to reprice or cancel and regrant any Award at a lower exercise price, Base Price or purchase price or cancel any Award with an exercise price, Base Price or purchase price of less than Fair Market Value in exchange for cash, property or other Awards without first obtaining the approval of the Company's stockholders. Without limiting any other provisions of the Plan, dividends declared with respect to an Award during the period before the Award has vested shall only become payable to a Participant if (and to the extent) the Shares underlying the Award vest.

(e) Any Award granted hereunder shall provide for a vesting period or performance period, as applicable, of at least one (1) year following the date of grant. Notwithstanding the preceding sentence, Awards representing a maximum of five percent (5%) of the Shares initially reserved for issuance under Section 4(a) hereof may be granted hereunder without any such minimum vesting condition. Notwithstanding the provisions of this Section 3(e), the Administrator may accelerate the vesting of or waive restrictions on Awards in whole or in part at any time, for any reason.

(f) The expenses of administering the Plan shall be borne by the Company and its Affiliates.

(g) If at any time or to any extent the Board shall not administer the Plan, then the functions of the Administrator specified in the Plan shall be exercised by the Committee.

(h) Unless otherwise accelerated or where an Award Agreement or the Administrator provides for continued vesting after termination of employment, all unvested Awards shall be forfeited upon termination of employment.

(i) All decisions made by the Administrator pursuant to the provisions of the Plan shall be final, conclusive and binding on all Persons, including the Company and the Participants. No member of the Board or the Committee, nor any officer or employee of the Company or any Subsidiary thereof acting on behalf of the Board or the Committee, shall be personally liable for any action, omission, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board or the Committee and each and any officer or employee of the Company and of any Subsidiary thereof acting on their behalf shall, to the maximum extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, omission, determination or interpretation.

Section 4. Shares Reserved for Issuance Under the Plan.

(a) The maximum number of shares of Common Stock reserved for issuance under the Plan shall be 8% of the fully-diluted shares of Common Stock as of the Effective Date (inclusive of Conversion Awards and subject to adjustment as provided in Section 5 hereof); provided that shares of Common Stock issued under the Plan with respect to an Exempt Award shall not count against such share limit.

(b) No individual who is a non-employee director will be granted Awards covering more than 40,000 shares of Common Stock in the aggregate during any calendar year (subject to adjustment as provided by Section 5 hereof); provided that in any event the grant date fair value of Awards granted to a non-employee director shall not exceed $750,000 in the aggregate during any calendar year.

(c) All of the shares of Common Stock available for issuance under the Plan may be made subject to an Award that is an ISO.

(d) Shares issued under the Plan may, in whole or in part, be authorized but unissued Shares or Shares that shall have been or may be reacquired by the Company in the open market, in private transactions or otherwise. If any Shares subject to an Award are forfeited, canceled, exchanged or surrendered or if an Award otherwise terminates or expires without a distribution of Shares to the Participant, the Shares with respect to such Award shall, to the extent of any such forfeiture, cancellation, exchange, surrender, termination or expiration, again be available for Awards under the Plan. Shares that are exchanged by a Participant or withheld by the Company as full or partial payment in connection with the exercise of any Option or Share Appreciation Right under the Plan or the payment of any purchase price with respect to any other Award under the Plan, as well as any Shares exchanged by a Participant or withheld by the Company or any Subsidiary to satisfy the tax withholding obligations related to any Award under the Plan, shall not again be available for subsequent Awards under the Plan, and notwithstanding that a Share Appreciation Right is settled by the delivery of a net number of shares of Common Stock, the full number of shares of Common Stock underlying such Share Appreciation Right shall not be available for subsequent Awards under the Plan. Upon the exercise of any Award granted in tandem with any other Awards, such related Awards shall be canceled to the extent of the number of Shares as to which the Award is exercised and, notwithstanding the foregoing, such number of shares shall no longer be available for Awards under the Plan. In addition, (i) to the extent an Award is denominated in shares of Common Stock, but paid or settled in cash, the number of shares of Common Stock with respect to which such payment or settlement is made shall again be available for grants of Awards pursuant to the Plan and (ii) shares of Common Stock underlying Awards that can only be settled in cash shall not be counted against the aggregate number of shares of Common Stock available for Awards under the Plan.

Section 5. Equitable Adjustments.

(a) In the event of any Change in Capitalization, an equitable substitution or proportionate adjustment shall be made, in each case, as may be determined by the Administrator, in its sole discretion, to prevent the dilution or enlargement of the rights of Participants, in (i) the aggregate number of shares of Common Stock reserved for issuance under the Plan and maximum number of shares of Common Stock or cash that may be subject to Awards granted to any Participant in any calendar year, (ii) the kind and number of securities subject to, and the Exercise Price or Base Price of, outstanding Options and Share Appreciation Rights granted under the Plan, and (iii) the kind, number and purchase price of Shares or the amount of cash or amount or type of other property subject to outstanding Restricted Shares, Restricted Stock Units, Share Bonuses or Other Share-Based Awards granted under the Plan; provided, however, that any fractional shares resulting from the adjustment shall be eliminated.

(b) Without limiting the generality of the foregoing, in connection with a Change in Capitalization, the Administrator may provide, in its sole discretion, but subject in all events to the requirements of Section 409A of the Code, for the cancellation of any outstanding Award in exchange for payment in cash or other property having an aggregate Fair Market Value equal to the Fair Market Value of the Shares, cash or other property covered by such Award, reduced by the aggregate Exercise Price or Base Price thereof, if any; provided, however, that if the Exercise Price or Base Price of any outstanding Award is equal to or greater than the Fair Market Value of the shares of Common Stock, cash or other property covered by such Award, the Administrator may cancel such Award without the payment of any consideration to the Participant.

(c) With respect to ISOs, any adjustment pursuant to this Section 5 shall be made in accordance with the provisions of Section 424(h) of the Code and any regulations or guidance promulgated thereunder. No adjustment pursuant to this Section 5 shall cause any Award which is or becomes subject to Section 409A of the Code to fail to comply with the requirements of Section 409A of the Code.

(d) Further, without limiting the generality of the foregoing, with respect to Awards subject to non-United States laws, adjustments made hereunder shall be made in compliance with applicable requirements.

(e) The determinations made by the Administrator, pursuant to this Section 5 shall be final, binding and conclusive.

Section 6. Eligibility.

The Participants under the Plan shall be selected from time to time by the Administrator, in its sole discretion, from those individuals who qualify as Eligible Recipients.

Section 7. Options.

(a) General. Each Participant who is granted an Option shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, which Award Agreement shall set forth, among other things, the Exercise Price of the Option, the term of the Option, the provisions regarding exercisability of the Option, and whether the Option is intended to be an ISO or a Nonqualified Stock Option (and in the event the Award Agreement has no such designation, the Option shall be a Nonqualified Stock Option). The provisions of each Option need not be the same with respect to each Participant. More than one Option may be granted to the same Participant and be outstanding concurrently hereunder. Options granted under the Plan shall be subject to the terms and conditions set forth in this Section 7 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable and set forth in the applicable Award Agreement. No Option granted hereunder shall be an ISO unless it is designated as such in the applicable Award Agreement and satisfies the applicable requirements set forth in Section 422 of the Code.

(b) Exercise Price. The Exercise Price of Shares purchasable under an Option shall be determined by the Administrator in its sole discretion at the time of grant, but, in no event shall the exercise price of an Option be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the date of grant (exclusive of any Conversion Awards or substitute Awards granted in connection with awards that are assumed, converted or substituted pursuant to a merger, acquisition or similar transaction entered into by the Company or any of its Subsidiaries).

(c) Option Term. The maximum term of each Option shall be fixed by the Administrator, but no Option shall be exercisable more than ten (10) years after the date such Option is granted. Each Option's term is subject to earlier expiration pursuant to the applicable provisions in the Plan and the Award Agreement.

(d) Exercisability. Each Option shall be exercisable at such time or times and subject to such terms and conditions, including the attainment of performance goals, as shall be determined by the Administrator in the applicable Award Agreement. The Administrator may also provide that any Option shall be exercisable only in installments. An Option may not be exercised for a fraction of a share.

(e) Method of Exercise. Options may be exercised in whole or in part by giving written notice of exercise to the Company specifying the number of whole Shares to be purchased, accompanied by payment in full of the aggregate Exercise Price of the Shares so purchased in cash or its equivalent, as determined by the Administrator. As determined by the Administrator, in its sole discretion, with respect to any Option or category of Options, payment in whole or in part may also be made (i) by means of consideration received under any cashless exercise procedure approved by the Administrator (including the withholding of Shares otherwise issuable upon exercise), (ii) in the form of unrestricted Shares already owned by the Participant which have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option shall be exercised, (iii) any other form of consideration approved by the Administrator and permitted by Applicable Laws or (iv) any combination of the foregoing.

(f) ISOs. The terms and conditions of ISOs granted hereunder shall be subject to the provisions of Section 422 of the Code and the terms, conditions, limitations and administrative procedures established by the Administrator from time to time in accordance with the Plan. ISOs may be granted only to an employee of the Company, its "parent corporation" (as such term is defined in Section 424(e) of the Code), if any, or a Subsidiary of the Company.

(1) ISO Grants to 10% Stockholders. Notwithstanding anything to the contrary in the Plan, if an ISO is granted to a Participant who owns shares representing more than ten percent (10%) of the voting power of all classes of shares of the Company, its "parent corporation" (as such term is defined in Section 424(e) of the Code), if any, or a Subsidiary of the Company, the term of the ISO shall not exceed five (5) years from the time of grant of such ISO and the Exercise Price shall be at least one hundred and ten percent (110%) of the Fair Market Value of the Shares on the date of grant.

(2) $100,000 Per Year Limitation For ISOs. To the extent the aggregate Fair Market Value (determined on the date of grant) of the Shares for which ISOs are exercisable for the first time by any Participant during any calendar year (under all plans of the Company) exceeds $100,000, such excess ISOs shall be treated as Nonqualified Stock Options.

(3) Disqualifying Dispositions. Each Participant awarded an ISO under the Plan shall notify the Company in writing immediately after the date the Participant makes a "disqualifying disposition" of any Share acquired pursuant to the exercise of such ISO. A "disqualifying disposition" is any disposition (including any sale) of such Shares before the later of (i) two (2) years after the date of grant of the ISO and (ii) one (1) year after the date the Participant acquired the Shares by exercising the ISO. The Company may, if determined by the Administrator and in accordance with procedures established by it, retain possession of any Shares acquired pursuant to the exercise of an ISO as agent for the applicable Participant until the end of the period described in the preceding sentence, subject to complying with any instructions from such Participant as to the sale of such Shares.

(g) Rights as Stockholder. A Participant shall have no rights to dividends, dividend equivalents or distributions or any other rights of a stockholder with respect to the Shares subject to an Option until the Participant has given written notice of the exercise thereof, and has paid in full for such Shares and has satisfied the requirements of Section 17 hereof.

(h) Termination of Employment or Service. Subject to Section 3(e) hereof, in the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Options, such Options shall be exercisable at such time or times and subject to such terms and conditions as set forth in the Award Agreement.

(i) Other Change in Employment or Service Status. An Option shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and unprotected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment status or service status of a Participant, as and to the extent determined in the discretion of the Administrator.

Section 8. Share Appreciation Rights.

(a) General. Share Appreciation Rights may be granted either alone ("Free Standing Rights") or in conjunction with all or part of any Option granted under the Plan ("Related Rights"). Related Rights may be granted either at or after the time of the grant of such Option. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, grants of Share Appreciation Rights shall be made. Each Participant who is granted a Share Appreciation Right shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, including, among other things, the number of Shares to be awarded, the Base Price, and all other conditions of Share Appreciation Rights. Notwithstanding the foregoing, no Related Right may be granted for more Shares than are subject to the Option to which it relates. The provisions of Share Appreciation Rights need not be the same with respect to each Participant. Share Appreciation Rights granted under the Plan shall be subject to the following terms and conditions set forth in this Section 8 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable, as set forth in the applicable Award Agreement.

(b) Base Price. Each Share Appreciation Right shall be granted with a base price that is not less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the date of grant (such amount, the "Base Price") (exclusive of Conversion Awards and any substitute Awards granted in connection with awards that are assumed, converted or substituted pursuant to a merger, acquisition or similar transaction entered into by the Company or any of its Subsidiaries).

(c) Awards; Rights as Stockholder. A Participant shall have no rights to dividends, dividend equivalents or distributions or any other rights of a stockholder with respect to the shares of Common Stock, if any, subject to a Share Appreciation Right until the Participant has given written notice of the exercise thereof and has satisfied the requirements of Section 17 hereof.

(d) Exercise Price. The Exercise Price of Shares purchasable under a Share Appreciation Right shall be determined by the Administrator in its sole discretion at the time of grant, but in no event shall the exercise price of a Share Appreciation Right be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the date of grant (exclusive of Conversion Awards and any substitute Awards granted in connection with awards that are assumed, converted or substituted pursuant to a merger, acquisition or similar transaction entered into by the Company or any of its Subsidiaries).

(e) Exercisability.

(1) Share Appreciation Rights that are Free Standing Rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator in the applicable Award Agreement (which may include achievement of performance goals).

(2) Share Appreciation Rights that are Related Rights shall be exercisable only at such time or times and to the extent that the Options to which they relate shall be exercisable in accordance with the provisions of Section 7 hereof and this Section 8.

(f) Consideration Upon Exercise.

(1) Upon the exercise of a Free Standing Right, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to (i) the excess of the Fair Market Value of a share of Common Stock as of the date of exercise over the Base Price per share specified in the Free Standing Right, multiplied by (ii) the number of Shares in respect of which the Free Standing Right is being exercised.

(2) A Related Right may be exercised by a Participant by surrendering the applicable portion of the related Option. Upon such exercise and surrender, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to (i) the excess of the Fair Market Value of a share of Common Stock as of the date of exercise over the Exercise Price specified in the related Option, multiplied by (ii) the number of Shares in respect of which the Related Right is being exercised. Options which

have been so surrendered, in whole or in part, shall no longer be exercisable to the extent the Related Rights have been so exercised.

(3) Notwithstanding the foregoing, the Administrator may determine to settle the exercise of a Share Appreciation Right in cash (or in any combination of Shares and cash).

(g) Termination of Employment or Service. Subject to Section 3(e) hereof:

(1) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Free Standing Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as set forth in the Award Agreement; and

(2) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Related Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as set forth in the related Options.

(h) Term.

(1) The term of each Free Standing Right shall be fixed by the Administrator, but no Free Standing Right shall be exercisable more than ten (10) years after the date such right is granted.

(2) The term of each Related Right shall be the term of the Option to which it relates, but no Related Right shall be exercisable more than ten (10) years after the date such right is granted.

(i) Other Change in Employment or Service Status. Share Appreciation Rights shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment or service status of a Participant, as and to the extent determined in the discretion of the Administrator.

Section 9. Restricted Shares and Restricted Stock Units.

(a) General. Restricted Shares and Restricted Stock Units may be issued either alone or in addition to other awards granted under the Plan. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, Restricted Shares or Restricted Stock Units shall be granted. Each Participant who is granted Restricted Shares or Restricted Stock Units shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, including, among other things, the number of Shares to be awarded; the price, if any, to be paid by the Participant for the acquisition of Restricted Shares or Restricted Stock Units; the period of time prior to which Restricted Shares or Restricted Stock Units become vested and free of restrictions on Transfer (the "Restricted Period"); the performance goals (if any) upon whose attainment the Restricted Period shall lapse in part or full; and all other conditions of the Restricted Shares and Restricted Stock Units. If the restrictions, performance goals and/or conditions established by the Administrator are not attained, a Participant shall forfeit his or her Restricted Shares or Restricted Stock Units, in accordance with the terms of the grant. The provisions of Restricted Shares or Restricted Stock Units need not be the same with respect to each Participant.

(b) Awards and Certificates.

(1) Except as otherwise provided in Section 9(b)(3) hereof, (i) each Participant who is granted an Award of Restricted Shares may, in the Company's sole discretion, be issued a share certificate in respect of such Restricted Shares; and (ii) any such certificate so issued shall be registered in the name of the Participant, and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to any such Award. The Company may require that the share certificates, if any, evidencing Restricted Shares granted hereunder be held in the custody of the Company until the restrictions thereon shall have lapsed, and that, as a condition of any award of Restricted Shares, the

Participant shall have delivered a share transfer form, endorsed in blank, relating to the Shares covered by such award. Certificates for unrestricted shares of Common Stock may, in the Company's sole discretion, be delivered to the Participant only after the Restricted Period has expired without forfeiture in respect of such Restricted Shares.

(2) Subject to Section 9(e) below, with respect to Restricted Stock Units, at the expiration of the Restricted Period, share certificates in respect of the shares of Common Stock underlying such Restricted Stock Units may, in the Company's sole discretion, be delivered to the Participant, or his or her legal representative, in a number equal to the number of shares of Common Stock underlying the Award of Restricted Stock Units.

(3) Notwithstanding anything in the Plan to the contrary, any Restricted Shares or Restricted Stock Units (at the expiration of the Restricted Period) may, in the Company's sole discretion, be issued in uncertificated form.

(4) Further, notwithstanding anything in the Plan to the contrary, with respect to Restricted Stock Units, at the expiration of the Restricted Period, Shares shall promptly be issued to the Participant, unless otherwise deferred in accordance with procedures established by the Company in accordance with Section 409A of the Code, and such issuance shall in any event be made no later than March 15th of the calendar year following the year of vesting or within such other period as is required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code.

(c) Restrictions and Conditions. The Restricted Shares and Restricted Stock Units granted pursuant to this Section 9 shall be subject to any restrictions or conditions as determined by the Administrator at the time of grant or, subject to Section 409A of the Code where applicable, thereafter. Except as provided in the applicable Award Agreement, the Participant shall generally have the rights of a shareholder of the Company with respect to Restricted Shares during the Restricted Period, including the right to vote such shares and to receive any dividends declared with respect to such shares; provided, however, that any dividends declared during the Restricted Period with respect to such shares shall only become payable if (and to the extent) the underlying Restricted Shares vest. The Participant shall generally not have the rights of a shareholder with respect to shares of Common Stock subject to Restricted Stock Units during the Restricted Period; provided, however, that, subject to Section 409A of the Code, an amount equal to any dividends declared during the Restricted Period with respect to the number of shares of Common Stock covered by Restricted Stock Units may, to the extent set forth in an Award Agreement, be provided to the Participant at the time (and to the extent) that shares of Common Stock in respect of the related Restricted Stock Units are delivered to the Participant.

(d) Termination of Employment or Service. Subject to Section 3(e) hereof, the rights of Participants granted Restricted Shares or Restricted Stock Units upon termination of employment or service with the Company and all Affiliates thereof for any reason during the Restricted Period shall be set forth in the Award Agreement.

(e) Form of Settlement. The Administrator reserves the right in its sole discretion to provide (either at or after the grant thereof) that any Restricted Stock Unit represents the right to receive the Fair Market Value of a share of Common Stock.

Section 10. Other Share-Based Awards.

Other Share-Based Awards may be granted either alone or in addition to other Awards (other than in connection with Options or Share Appreciation Rights) under the Plan. Any dividend or dividend equivalent awarded hereunder shall be subject to the same restrictions, conditions and risks of forfeiture as the underlying Awards and shall only become payable if (and to the extent) the underlying Awards vest. Subject to the provisions of the Plan, the Administrator shall have sole and complete authority to determine the individuals to whom and the time or times at which such Other Share-Based Awards shall be granted, the number of shares of Common Stock to be granted pursuant to such Other Share-Based Awards, or the manner in which such Other Share-Based Awards shall be settled (e.g., in shares of Common Stock, cash or other property), or, subject to Section 3(e) hereof, the conditions to the vesting and/or payment or settlement of such Other Share-Based Awards (which may include achievement of performance goals) and all other terms and conditions of such Other Share-Based Awards.

Section 11. Share Bonuses.

In the event that the Administrator grants Share Bonuses, the Shares constituting such bonus shall, as determined by the Administrator, be evidenced in uncertificated form or by a book-entry record or a certificate issued in the name of the Participant to whom such grant was made and delivered to such Participant as soon as practicable after the date on which such bonus is payable.

Section 12. Cash Awards.

The Administrator may grant Awards that are payable solely in cash, as deemed by the Administrator to be consistent with the purposes of the Plan, and, such Cash Awards shall be subject to the terms, conditions, restrictions and limitations determined by the Administrator, in its sole discretion, from time to time. Cash Awards may be granted with value and payment contingent upon the achievement of performance goals.

Section 13. Converted DuPont Awards. The Company is authorized to issue Awards ("Conversion Awards") in connection with the replacement, assumption and equitable adjustment of equity and equity-based awards granted by DuPont prior to the Separation. (collectively, the "DuPont Awards"). Notwithstanding any other provision of the Plan to the contrary, (i) in accordance with a formula for conversion of the DuPont Awards as determined by the Company in a manner consistent with the Separation, the number of Shares subject to a Conversion Award and the exercise price of any Conversion Award that is an Option shall be determined by the Administrator, and (ii) Conversion Awards shall be subject to the same vesting terms and overall term that applied to the related DuPont Awards, in each case subject to the discretion of the Administrator.

Section 14. Change in Control.

(a) Unless otherwise determined by the Administrator and evidenced in an Award Agreement and subject to Section 3(e) hereof, in the event that (i) a Change in Control occurs and (ii) either (x) an outstanding Award is not assumed or substituted in connection therewith or (y) an outstanding Award is assumed or substituted in connection therewith and the Participant's employment or service is terminated by the Company, its successor or an Affiliate thereof without Cause or (if applicable) by the Participant for Good Reason on or after the effective date of the Change in Control but prior to twenty-four (24) months following the Change in Control, then:

(1) any unvested or unexercisable portion of any Award carrying a right to exercise shall become fully vested and exercisable, and

(2) the restrictions, deferral limitations, payment conditions and forfeiture conditions applicable to an Award granted under the Plan shall lapse and such Awards shall be deemed fully vested and any performance conditions imposed with respect to such Awards shall be deemed to be achieved at the target level of performance.

If the Administrator determines in its sole discretion pursuant to Section 3(e) hereof to accelerate the vesting of Options and/or Share Appreciation Rights in connection with a Change in Control, the Administrator shall also have discretion in connection with such action to provide that all Options and/or Share Appreciation Rights outstanding immediately prior to such Change in Control shall expire on the effective date of such Change in Control.

(b) For purposes of this Section 14, an outstanding Award shall be considered to be assumed or substituted for if, following the Change in Control, the Award remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Change in Control except that, if the Award related to Shares, the Award instead confers the right to receive common stock of the acquiring entity (or such other security or entity as may be determined by the Administrator, in its sole discretion).

Section 15. Amendment and Termination.

The Board may amend, alter or terminate the Plan at any time, but no amendment, alteration or termination shall be made that would impair the rights of a Participant under any Award theretofore granted without such Participant's consent. The Board shall obtain approval of the Company's stockholders for any amendment to the Plan that would require such approval in order to satisfy any rules of the stock exchange on which the Common Stock is traded or other Applicable Law. The Administrator may amend the terms of any Award theretofore granted, prospectively or retroactively, but, subject to Section 5 hereof and the immediately preceding sentence, no such amendment shall materially impair the rights of any Participant without his or her consent.

Section 16. Unfunded Status of Plan.

The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general unsecured creditor of the Company.

Section 17. Withholding Taxes.

Each Participant shall, no later than the date as of which the value of an Award first becomes includible in the gross income of such Participant for purposes of applicable taxes, pay to the Company, or make arrangements satisfactory to the Company regarding payment of, an amount in respect of such taxes up to the maximum statutory rates in the Participant's applicable jurisdiction with respect to the Award, as determined by the Company. The obligations of the Company under the Plan shall be conditional on the making of such payments or arrangements, and the Company shall, to the extent permitted by Applicable Laws, have the right to deduct any such taxes from any payment of any kind otherwise due to such Participant. Whenever cash is to be paid pursuant to an Award, the Company shall have the right to deduct therefrom an amount sufficient to satisfy any applicable withholding tax requirements related thereto as determined by the Company. Whenever Shares or property other than cash are to be delivered pursuant to an Award, the Company shall have the right to require the Participant to remit to the Company in cash an amount sufficient to satisfy any related taxes to be withheld and applied to the tax obligations as determined by the Company; provided, however, that, with the approval of the Administrator, a Participant may satisfy the foregoing requirement by either (i) electing to have the Company withhold from delivery of Shares or other property, as applicable, or (ii) by delivering already owned unrestricted shares of Common Stock, in each case, having a value equal to the applicable taxes to be withheld and applied to the tax obligations as determined by the Company (with any fractional share amounts resulting therefrom settled in cash). Such withheld or already owned and unrestricted shares of Common Stock or Shares withheld from delivery shall be valued at their Fair Market Value on the date on which the amount of tax to be withheld is determined. Such an election may be made with respect to all or any portion of the Shares to be delivered pursuant to an award. The Company may also use any other method of obtaining the necessary payment or proceeds, as permitted by Applicable Laws, to satisfy its withholding obligation with respect to any Award as determined by the Company.

Section 18. Transfer of Awards.

No purported sale, assignment, mortgage, hypothecation, transfer, charge, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any Award or any agreement or commitment to do any of the foregoing (each, a "Transfer") by any holder thereof will be valid, except as otherwise expressly provided in an Award Agreement or with the prior written consent of the Administrator, which consent may be granted or withheld in the sole discretion of the Administrator; provided that in no event shall any such Transfer be for value. Any other purported Transfer of an Award or any economic benefit or interest therein shall be null and void ab initio, and shall not create any obligation or liability of the Company, and any Person purportedly acquiring any Award or any economic benefit or interest therein transferred in violation of this Section 18 shall not be entitled to be recognized as a holder of any shares of Common Stock or other property underlying such Award. Unless otherwise determined by the Administrator, an Option may be exercised, during the lifetime of the Participant, only by the Participant or, during any period during which the Participant is under a legal disability, by the Participant's guardian or legal representative.

Section 19. Continued Employment or Service.

Neither the adoption of the Plan nor the grant of an Award hereunder shall confer upon any Eligible Recipient any right to continued employment or service with the Company or any Subsidiary or any Affiliate thereof, as the case may be, nor shall it interfere in any way with the right of the Company or any Subsidiary or any Affiliate thereof to terminate the employment or service of any of its Eligible Recipients at any time.

Section 20. Effective Date.

The Plan was adopted by the Board on , 2025 and approved by the Company's shareholders on , 2025, and shall become effective on November 1, 2025 ("Effective Date").

Section 21. Term of Plan.

The Plan will terminate on , 2025, the tenth anniversary of the Board's adoption of the Plan. No Awards shall be granted pursuant to the Plan on or after such date, but Awards theretofore granted may extend beyond that date.

Section 22. Electronic Signatures.

A Participant's electronic signature of an Award Agreement shall have the same validity and effect as a signature affixed by hand.

Section 23. Securities Matters and Regulations.

(a) Notwithstanding anything herein to the contrary, the obligation of the Company to sell or deliver Shares with respect to any Award granted under the Plan shall be subject to all Applicable Laws, rules and regulations, including all applicable federal and state securities laws, and the obtaining of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Administrator in its sole discretion. The Administrator may require, as a condition of the issuance and delivery of certificates evidencing shares of Common Stock pursuant to the terms hereof, that the recipient of such shares make such agreements and representations, and that such certificates bear such legends, as the Administrator, in its sole discretion, deems necessary or advisable.

(b) Each Award is subject to the requirement that, if at any time the Administrator determines that the listing, registration or qualification of Shares issuable pursuant to the Plan is required by any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Award or the issuance of Shares, no such Award shall be granted or payment made or Shares issued, in whole or in part, unless such listing, registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Administrator.

(c) In the event that the disposition of Shares acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act of 1933, as amended, and is not otherwise exempt from such registration, such Shares shall be restricted against transfer to the extent required by the Securities Act of 1933, as amended, or regulations thereunder, and the Administrator may require a Participant receiving Common Stock pursuant to the Plan, as a condition precedent to receipt of such Common Stock, to represent to the Company in writing that the Common Stock acquired by such Participant is acquired for investment only and not with a view to distribution.

Section 24. Notification of Election Under Section 83(b) of the Code.

If any Participant shall, in connection with the acquisition of shares of Common Stock under the Plan, make the election permitted under Section 83(b) of the Code, such Participant shall notify the Company of such election within ten (10) days after filing notice of the election with the Internal Revenue Service.

Section 25. Beneficiary.

A Participant may file with the Administrator a written designation of a beneficiary on such form as may be prescribed by the Administrator and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Participant, the executor or administrator of the Participant's estate shall be deemed to be the Participant's beneficiary.

Section 26. Paperless Administration.

In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Participant may be permitted through the use of such an automated system.

Section 27. Severability.

If any provision of the Plan is held to be invalid or unenforceable, the other provisions of the Plan shall not be affected but shall be applied as if the invalid or unenforceable provision had not been included in the Plan.

Section 28. Clawback; Applicable Policies.

Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation, stock exchange listing requirement, Award Agreement or Company policy, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any Award Agreement or policy adopted by the Company pursuant to any such law, government regulation, stock exchange listing requirement or otherwise). The Plan and all Awards and Shares issued hereunder shall also be subject to the terms of the

Company's insider trading policy and/or share ownership guidelines, if any, in each case as may exist from time to time and pursuant to the terms thereunder.

Section 29. Section 409A of the Code.

The Plan as well as payments and benefits under the Plan are intended to be exempt from, or to the extent subject thereto, to comply with Section 409A of the Code, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted in accordance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Participant shall not be considered to have terminated employment or service with the Company for purposes of the Plan and no payment shall be due to the Participant under the Plan or any Award until the Participant would be considered to have incurred a "separation from service" from the Company and its Affiliates within the meaning of Section 409A of the Code. Any payments described in the Plan that are due within the "short-term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless Applicable Law requires otherwise. Notwithstanding anything to the contrary in the Plan, to the extent that any Awards (or any other amounts payable under any plan, program or arrangement of the Company or any of its Affiliates) are payable upon a separation from service and such payment would result in the imposition of any individual tax and penalty interest charges imposed under Section 409A of the Code, the settlement and payment of such awards (or other amounts) shall instead be made on the first business day after the date that is six (6) months following such separation from service (or death, if earlier). Each amount to be paid or benefit to be provided under the Plan shall be construed as a separate identified payment for purposes of Section 409A of the Code. The Company makes no representation that any or all of the payments or benefits described in the Plan will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code.

Section 30. Governing Law.

The Plan and all determinations made and actions taken pursuant thereto shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law of such state.

Section 31. Titles and Headings, References to Sections of the Code or Exchange Act.

The titles and headings of the sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control. References to sections of the Code or the Exchange Act shall include any amendment or successor thereto.

Section 32. Interpretation.

Unless the context of the Plan otherwise requires, words using the singular or plural number also include the plural or singular number, respectively; derivative forms of defined terms will have correlative meanings; the terms "hereof," "herein" and "hereunder" and derivative or similar words refer to this entire Plan; the term "Section" refers to the specified Section of this Plan and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the Section or subsection in which the reference occurs; the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and the word "or" shall be disjunctive but not exclusive.

Section 33. Successors.

The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

Section 34. Relationship to other Benefits.

No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare, or other benefit plan of the Company or any Affiliate except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

Exhibit F

QNITY ELECTRONICS, INC.
STOCK ACCUMULATION AND DEFERRED
COMPENSATION PLAN FOR DIRECTORS

(Effective November 1, 2025)

1. PURPOSE OF THE PLAN

The purpose of the Qnity Electronics, Inc. Stock Accumulation and Deferred Compensation Plan for Directors (the "Plan") is to permit non-employee members of the Board of Directors (the "Board") of Qnity Electronics, Inc. (the "Company," and such persons, "Directors") to defer the payment of all or a specified part of their compensation for services performed as Directors.

2. SPIN-OFF

Effective November 1, 2025 (the "Effective Date"), DuPont de Nemours, Inc. ("DuPont") distributed its interest in the Company to DuPont's shareholders and agreed to assume elections and deferrals made under the DuPont Stock Accumulation and Deferred Compensation Plan for Directors (the "DuPont Plan") with respect to participants therein who were nonemployee directors of the Company immediately prior to the Effective Date (the "Pre-Spin Participants" and, together with the other Directors from time to time, the "Participants"), all as more fully described in that certain Employee Matters Agreement effective November 1, 2025, by and among the Company and DuPont (as it may be amended from time to time). In addition to the purpose set forth in Section 1, this Plan document governs the elections and deferrals of Pre-Spin Participants, which notwithstanding anything herein to the contrary shall remain subject to the terms and conditions that governed them under the DuPont Plan.

3. ELIGIBILITY

Members of the Board who are not employees of the Company or any of its subsidiaries or affiliates shall be eligible under this Plan to defer compensation for services performed as Directors.

4. ADMINISTRATION AND AMENDMENT

The Plan shall be administered by the People and Compensation Committee of the Board (the "Committee"). The decision of the Committee with respect to any questions arising as to the interpretation of this Plan, including the severability of any and all of the provisions thereof, shall be final, conclusive and binding. The Board reserves the right to modify the Plan from time to time, or to terminate the Plan entirely; provided, however, that (a) no modification of the Plan shall operate to annul an election already in effect for the current calendar year or any preceding calendar year; (b) the foregoing shall not preclude any amendment necessary or desirable to conform to changes in applicable law, including, but not limited to, changes in the Code; and (c) upon termination of the Plan, except to the extent otherwise permitted under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and rulings issued thereunder (collectively, "Code Section 409A"), all balances will be distributed in accordance with the terms of the Plan as in effect on the date of termination.

The Committee is authorized, subject to the provisions of the Plan, from time to time to establish such rules and regulations as it deems appropriate for the proper administration of the Plan, and to make such determinations and take such steps in connection therewith as it deems necessary or advisable.

5. COMPLIANCE WITH SECTION 16 OF THE EXCHANGE ACT / CHANGE IN LAW

It is the Company's intent that the Plan comply in all respects with Rule 16b-3 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and any regulations promulgated thereunder. If any provision of this Plan is found not to be in compliance with such rule and regulations, the provision shall be deemed null and void, and the remaining provisions of the Plan shall continue in full force and effect. All transactions under this Plan shall be executed in accordance with the requirements of Section 16 of the Exchange Act and the regulations promulgated thereunder. The Board may, in its sole discretion, modify the terms and conditions of this Plan in response to and consistent with any changes in applicable law, rule or regulation.

6. ELECTION TO DEFER AND FORM OF PAYMENT

On or before December 31 of any calendar year, a Director may elect to defer, in the form of cash or stock units, the payment of all or a specified part of all fees payable to the Director for services as a Director during the following calendar year.

To the extent permitted under Code Section 409A, any person who shall become a Director during any calendar year, and who was not a Director on the preceding December 31, may elect, within thirty days after election to the Board, to defer in the same manner the receipt of the payment of all or a specified part of fees not yet earned for the remainder of that calendar year in the form of cash or stock units.

At the time a Director elects to defer his/her fees for a calendar year, he/she must also elect:

(a) the payment event for such deferred amounts (a specified calendar year or his/her separation from service);

(b) with respect to amounts deferred to separation from service, the form of payment (lump sum or equal annual installments);

(c) the number of equal annual installments (not to exceed ten (10)), if applicable; and

(d) the calendar year following his/her separation from service in which payment(s) of such deferred amounts shall commence (if distribution is to commence by reason of a separation from service and not to commence more than five (5) years after the separation from service). For purposes of clarity, calendar year in this context refers to the sequential calendar year following separation from service (for example, first calendar year, second calendar year, etc.).

Amounts deferred to a specified year shall be payable only in a lump sum during the specified calendar year. If amounts are payable in equal annual installments, the first annual installment shall be made in the calendar year specified pursuant to clause (d) above with remaining installments paid in successive calendar years until all installments have been paid.

Elections shall be made by written notice delivered to the Secretary of the Committee. All such elections as to deferral and form of payment are irrevocable.

7. PARTICIPANTS' ACCOUNTS

Fees deferred in the form of cash shall be held in the general funds of the Company and shall be credited to an account in the name of the Participant. Deferred cash will bear interest at a rate corresponding to the average 30-year Treasury securities rate applicable for the quarter (or at such other rate as may be specified by the Committee from time to time). Interest will be compounded quarterly and will also be deferred. If the rate changes, the new rate will apply to all deferred cash amounts beginning with the following quarter. Fees deferred in the form of stock units shall be allocated to each Participant's account based on the closing price of the Company's common stock as reported on the Composite Tape of the New York Stock Exchange ("Stock Price") on the date the fees would otherwise have been paid. The Company shall not be required to reserve or otherwise set aside shares of common stock for the payment of its obligations hereunder, but shall make available as and when required a sufficient number of shares of common stock to meet the needs of the Plan. An amount equal to any cash dividends (or the fair market value of dividends paid in property other than dividends payable in common stock of the Company) payable on the number of shares represented by the number of stock units in each Participant's account will be allocated to each Participant's account in the form of stock units based upon the Stock Price on the dividend payment date. Any stock dividends payable on such number of shares will be allocated in the form of stock units. If adjustments are made to outstanding shares of common stock as a result of split-ups, recapitalizations, mergers, consolidations and the like, an appropriate adjustment shall also be made in the number of stock units in a Participant's account. Stock units shall not entitle any person to rights of a stockholder unless and until shares of Company common stock have been issued to that person with respect to stock units as provided in Section 8.

8. PAYMENT FROM PARTICIPANTS' ACCOUNTS

The aggregate amount of deferred fees, together with interest and dividend equivalents accrued thereon, shall be paid in accordance with the time and form of payment elections made by the Director under Section 6, and, with respect to Pre-Spin Participants, in accordance with the time and form of payment elections made by the Pre-Spin Participant under the DuPont Plan. Amounts credited to a Participant's account in cash shall be paid in cash and amounts credited in stock units shall be paid in one share of common stock of the Company for each stock unit, except that a cash payment will be made with any final installment for any fraction of a stock unit remaining in the Participant's account. Such fractional share shall be valued at the closing Stock Price on the date of settlement. Restricted stock units payable in cash, and the dividend equivalents associated with such deferred units, shall be paid in cash, each unit to equal the value of one share of Company common stock based on the average of the high and low prices of Company common stock as reported on the Composite Tape of the New York Stock Exchange as of the effective date of payment.

9. PAYMENT IN EVENT OF DEATH

A Participant may file with the Secretary of the Committee a written designation of a beneficiary for his or her account under the Plan on such form as may be prescribed by the Committee, and may, from time to time, amend or revoke such designation. If a Participant should die before all deferred amounts credited to the Participant's account have been distributed, the balance of any deferred fees and interest and dividend equivalents then in the Participant's account shall be paid to the Participant's designated beneficiary in a single lump sum no later than December 31st of the calendar year following the calendar year of the Participant's death. If the Participant did not designate a beneficiary, or in the event that the beneficiary designated by the Participant shall have predeceased the Participant, the balance in the Participant's account shall be paid to the Participant's estate in a single lump sum no later than December 31st of the calendar year following the calendar year of the Participant's death.

10. NONASSIGNABILITY

During a Participant's lifetime, the right to any deferred fees, including interest and dividend equivalents thereon, shall not be transferable or assignable, except as may otherwise be provided in the Plan or in rules established by the Committee.

11. GOVERNING LAW

The Plan shall be governed and construed under the laws of the State of Delaware to the extent not preempted by Federal law, which shall otherwise control.

12. PRIOR PLAN AMOUNTS

Notwithstanding anything in this Plan to the contrary, this Section 12 shall, to the extent provided herein, apply to amounts deferred in taxable years beginning before 2009; provided that such amounts were not earned and vested before January 1, 2005. For purposes of this Section 12, a right to an amount is earned and vested only if the amount is not subject to a substantial risk of forfeiture for purposes of Code Section 409A.

To the extent that an amount is payable in connection with a Participant's retirement or other separation from service as a Director, no amounts shall be paid hereunder on account thereof unless such retirement or separation from service constitutes a separation from service within the meaning of Code Section 409A.

To the extent that an amount is payable promptly at the beginning of a calendar year, whether as a result of a Participant's deferral election or the terms of a prior plan document, such amount shall be paid no later than the last day of that calendar year.

13. COMPLIANCE WITH SECTION 409A

The Company intends that the Plan provide for the deferral of compensation as permitted under Code Section 409A. To the extent subject thereto, the terms of the Plan shall be interpreted as necessary to comply with the requirements of Code Section 409A. To the extent necessary to avoid the imposition of taxes and/or penalties under Code Section 409A, a "separation from service" as used herein shall mean a separation from service within the meaning of Code Section 409A. Each amount to be paid or benefit to be provided under this Plan shall be construed as a separate identified payment for purposes of Section 409A. In the event that any provision of the Plan is inconsistent with Code Section 409A, the applicable provisions of Code Section 409A shall be deemed to automatically supersede such inconsistent provision and the Plan shall be administered to comply with Code Section 409A.

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October 31, 2025

Qnity Electronics, Inc.
974 Centre Road, Building 735
Wilmington, Delaware 19805

Re: Qnity Electronics, Inc.
Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special United States counsel to Qnity Electronics, Inc., a Delaware corporation (the "Company"), in connection with the Company's registration statement on Form S-8 (together with the exhibits thereto, the "Registration Statement") to be filed on the date hereof with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933 (the "Securities Act"). The Registration Statement relates to the registration of 17,115,502 shares (the "Shares") of common stock (the "Common Stock"), par value $0.01 per share, of the Company available for future issuance under the Qnity Electronics, Inc. Equity and Incentive Plan and the Qnity Electronics, Inc. Stock Accumulation and Deferred Compensation Plan for Directors (collectively, the "Plans").

This opinion letter is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K of the General Rules and Regulations of the Commission promulgated under the Securities Act (the "Rules and Regulations").

In rendering the opinion stated herein, we have examined and relied upon the following:

(a) the Registration Statement in the form to be filed with the Commission on the date hereof;

(b) the Plans;

(c) an executed copy of a certificate of Lauren Luptak, Vice President and Secretary of the Company, dated the date hereof (the "Secretary's Certificate");

(d) a copy of the Company's Certificate of Incorporation, in effect on October 15, 2025, and certified pursuant to the Secretary's Certificate;

(e) a copy of the Company's Bylaws, in effect on October 15, 2025, and certified pursuant to the Secretary's Certificate;

(f) a copy of the Company's Amended and Restated Certificate of Incorporation, filed with the Secretary of State of the State of Delaware on October 31, 2025, to be in effect at 12:00 a.m. November 1, 2025 (the "Certificate of Incorporation"), filed as Exhibit 4.1 to the Registration Statement and certified pursuant to the Secretary's Certificate;

(g) a copy of the Company's Amended and Restated Bylaws, filed as Exhibit 4.3 to the Registration Statement, to be in effect at 12:00 a.m. November 1, 2025 (the "Bylaws") and certified pursuant to the Secretary's Certificate; and

(h) a copy of certain resolutions of the Board of Directors of the Company relating to the approval of the Plans, the filing of the Registration Statement and certain related matters, and certified pursuant to the Secretary's Certificate.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinion stated below.

In our examination, we have assumed the genuineness of all signatures, including electronic signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photocopied copies, and the authenticity of the originals of such copies. In making our examination of executed documents, we have assumed that the parties thereto, other than the Company, had the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and the execution and delivery by such parties of such documents and the validity and binding effect thereof on such parties. As to any facts relevant to the opinion stated herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials, including the facts and conclusions set forth in the Certificate of Incorporation and the Secretary's Certificate.

In rendering the opinion stated herein, we have also assumed that (i) an appropriate account statement evidencing Shares credited to an eligible individual's account maintained with the Company's transfer agent has been or will be issued by the Company's transfer agent, (ii) the issuance of Shares will be properly recorded in the books and records of the Company, (iii) each award agreement under which stock options, stock appreciation rights, restricted stock, restricted stock units and other stock-based awards or cash-based awards granted pursuant to the Plans will be consistent with the Plans and will be duly authorized, executed and delivered by the parties thereto, (iv) the issuance of the Shares does not and will not violate or conflict with any agreement or instrument binding on the Company (except that we do not and will not make this assumption with respect to the Certificate of Incorporation and the Bylaws, although we have assumed compliance with any covenant, restriction or provision with respect to financial ratios or tests or any aspect of the financial condition or results of operations of the Company contained in such instruments), (v) the Company will continue to have sufficient authorized shares of Common Stock and (vi) the Company's authorized capital stock is as set forth in the Certificate of Incorporation, and we

have relied solely on the copy filed with the Secretary of State of the State of Delaware and have not made any other inquiries or investigations.

We do not express any opinion with respect to the laws of any jurisdiction other than the General Corporation Law of the State of Delaware (the "DGCL").

Based upon the foregoing and subject to the qualifications and assumptions stated herein, we are of the opinion that the Shares have been duly authorized by all requisite corporate action on the part of the Company under the DGCL and, when the Shares are issued to the participants in the Plans in accordance with the terms and conditions of the Plans and applicable award agreement for consideration in an amount at least equal to the par value of such Shares, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion letter with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations. This opinion letter is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

RJD

Consent of Independent Registered Public Accounting Firm **EXHIBIT 23.1**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Qnity Electronics, Inc. of our report dated April 24, 2025, except for the change in composition of reportable segments described in Note 18, as to which the date is June 18, 2025, relating to the financial statements and financial statement schedule, which appears in Amendment No. 4 to the Registration Statement on Form 10 of Qnity Electronics, Inc.

/s/ PricewaterhouseCoopers LLP
Philadelphia, Pennsylvania
October 31, 2025