

REFINITIV

DELTA REPORT

10-Q

NGVT - INGEVITY CORP

10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS 2280

█ CHANGES 260

█ DELETIONS 497

█ ADDITIONS 1523

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT
OF 1934

For the quarterly period ended **March 31, 2024** **June 30, 2024**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT
OF 1934

Commission File Number: 001-37586



INGEVITY CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

47-4027764

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

4920 O'Hear Avenue Suite

400

North Charleston

South Carolina

29405

(Address of principal executive offices)

(Zip code)

843-740-2300

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock (\$0.01 par value)	NGVT	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that registrant was required to submit such files). Yes No

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 definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer

Non-accelerated filer Smaller reporting company

Emerging growth company

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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.

Indicate by check mark whether the Registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes No x

The registrant had 36,329,455 36,345,110 shares of common stock, \$0.01 par value, outstanding at April 29, 2024 July 29, 2024.

Ingevity Corporation INDEX

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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

INGEVITY CORPORATION

Condensed Consolidated Statements of Operations (Unaudited)

Three Months Ended March 31,

	Three Months Ended March 31,		Three Months Ended March 31,		Six Months Ended June 30,		
<i>In millions, except per share data</i>	<i>In millions, except per share data</i>	2024	2023	<i>In millions, except per share data</i>	2024	2023	2024 2023
Net sales							
Cost of sales							
Gross profit							
Selling, general, and administrative expenses							
Research and technical expenses							
Restructuring and other (income) charges, net							
Goodwill impairment charge							
Acquisition-related costs							
Other (income) expense, net							
Interest expense, net							
Income (loss) before income taxes							
Provision (benefit) for income taxes							
Net income (loss)							
Per share data							
Per share data							
Per share data							
Basic earnings (loss) per share							
Basic earnings (loss) per share							
Basic earnings (loss) per share							
Diluted earnings (loss) per share							

The accompanying notes are an integral part of these financial statements.

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	Three Months Ended March 31,		Three Months Ended March 31,		Six Months Ended June 30,		
<i>In millions</i>	<i>In millions</i>	2024	2023	<i>In millions</i>	2024	2023	2024 2023

Net income (loss)	
Other comprehensive income (loss), net of tax:	
Foreign currency adjustments:	
Foreign currency adjustments:	
Foreign currency adjustments:	
Foreign currency translation adjustment	
Foreign currency translation adjustment	
Foreign currency translation adjustment	
Total foreign currency adjustments, net of tax provision (benefit) of zero and zero	
Total foreign currency adjustments, net of tax provision (benefit) of zero and zero	
Total foreign currency adjustments, net of tax provision (benefit) of zero and zero	
Total foreign currency adjustments, net of tax provision (benefit) of zero for all periods	
Total foreign currency adjustments, net of tax provision (benefit) of zero for all periods	
Total foreign currency adjustments, net of tax provision (benefit) of zero for all periods	
Derivative instruments:	
Unrealized gain (loss), net of tax provision (benefit) of \$(0.1) and \$(0.7)	
Unrealized gain (loss), net of tax provision (benefit) of \$(0.1) and \$(0.7)	
Unrealized gain (loss), net of tax provision (benefit) of \$(0.1) and \$(0.7)	
Reclassifications of deferred derivative instruments (gain) loss, included in net income (loss), net of tax (provision) benefit of \$0.2 and \$(0.1)	
Total derivative instruments, net of tax provision (benefit) of \$0.1 and \$(0.8)	
Unrealized gain (loss), net of tax provision (benefit) of zero, zero, \$(0.1), and \$(0.7)	
Unrealized gain (loss), net of tax provision (benefit) of zero, zero, \$(0.1), and \$(0.7)	
Unrealized gain (loss), net of tax provision (benefit) of zero, zero, \$(0.1), and \$(0.7)	
Reclassifications of deferred derivative instruments (gain) loss, included in net income (loss), net of tax (provision) benefit of \$0.2, \$0.5, \$0.4, and \$0.4	
Total derivative instruments, net of tax provision (benefit) of \$0.2, \$0.5, \$0.3, and \$(0.3)	
Pension & other postretirement benefits:	
Reclassifications of net actuarial and other (gain) loss and amortization of prior service cost, included in net income, net of tax of zero for all periods	
Reclassifications of net actuarial and other (gain) loss and amortization of prior service cost, included in net income, net of tax of zero for all periods	
Other comprehensive income (loss), net of tax provision (benefit) of \$0.1 and \$(0.8)	
Other comprehensive income (loss), net of tax provision (benefit) of \$0.1 and \$(0.8)	
Other comprehensive income (loss), net of tax provision (benefit) of \$0.1 and \$(0.8)	
Reclassifications of net actuarial and other (gain) loss and amortization of prior service cost, included in net income, net of tax of zero for all periods	
Total pension and other postretirement benefits, net of tax of zero for all periods	
Other comprehensive income (loss), net of tax provision (benefit) of \$0.2, \$0.5, \$0.3, and \$(0.3)	
Comprehensive income (loss)	

The accompanying notes are an integral part of these financial statements.

INGEVITY CORPORATION
Condensed Consolidated Balance Sheets

<i>In millions, except share and par value data</i>	<i>In millions, except share and par value data</i>	<i>March 31, 2024</i>	<i>December 31, 2023</i>	<i>In millions, except share and par value data</i>	<i>June 30, 2024</i>	<i>December 31, 2023</i>
Assets						
Cash and cash equivalents						
Cash and cash equivalents						
Cash and cash equivalents						
Accounts receivable, net of allowance of \$1.2 - 2024 and \$1.1 - 2023						
Accounts receivable, net of allowance of \$0.9 - 2024 and \$1.1 - 2023						
Inventories, net						
Prepaid and other current assets						
Current assets						
Property, plant, and equipment, net						
Operating lease assets, net						
Goodwill						
Other intangibles, net						
Deferred income taxes						
Restricted investment, net of allowance of \$0.1 - 2024 and \$0.2 - 2023						
Strategic investments						
Other assets						
Total Assets						
Liabilities						
Accounts payable						
Accounts payable						
Accounts payable						
Accrued expenses						
Accrued payroll and employee benefits						
Current operating lease liabilities						
Notes payable and current maturities of long-term debt						
Income taxes payable						
Current liabilities						
Long-term debt including finance lease obligations						
Noncurrent operating lease liabilities						
Deferred income taxes						
Other liabilities						
Total Liabilities						
Commitments and contingencies (Note 13)				Commitments and contingencies (Note 13)		
Equity						
Preferred stock (par value \$0.01 per share; 50,000,000 shares authorized; zero issued and outstanding at 2024 and 2023, respectively)						
Preferred stock (par value \$0.01 per share; 50,000,000 shares authorized; zero issued and outstanding at 2024 and 2023, respectively)						
Preferred stock (par value \$0.01 per share; 50,000,000 shares authorized; zero issued and outstanding at 2024 and 2023, respectively)						
Common stock (par value \$0.01 per share; 300,000,000 shares authorized; 43,585,084 and 43,446,513 issued and 36,324,153 and 36,233,092 outstanding at 2024 and 2023, respectively)						
Common stock (par value \$0.01 per share; 300,000,000 shares authorized; 43,605,487 and 43,446,513 issued and 36,340,277 and 36,233,092 outstanding at 2024 and 2023, respectively)						
Additional paid-in capital						
Retained earnings						
Accumulated other comprehensive income (loss)						
Treasury stock, common stock, at cost (7,260,931 shares - 2024 and 7,213,421 shares - 2023)						
Treasury stock, common stock, at cost (7,265,210 shares - 2024 and 7,213,421 shares - 2023)						
Total Equity						

Total Equity
 Total Equity
 Total Liabilities and Equity

The accompanying notes are an integral part of these financial statements.

INGEVITY CORPORATION

Condensed Consolidated Statements of Cash Flows (Unaudited)

					Six Months Ended June 30,	
<i>In millions</i>	<i>In millions</i>	2024	2023	<i>In millions</i>	2024	2023
Cash provided by (used in)						
operating activities:						
Net income (loss)						
Net income (loss)						
Net income (loss)						
Adjustments to reconcile net income (loss) to cash provided by (used in)						
operating activities:						
Depreciation and amortization						
Depreciation and amortization						
Depreciation and amortization						
Non cash operating lease costs						
Deferred income taxes						
Restructuring and other (income) charges, net						
Restructuring and other (income) charges, net						
Disposal/impairment of assets						
Restructuring and other (income) charges, net						
Loss on CTO resales						
LIFO reserve						
Share-based compensation						
(Gain) loss on strategic investment						
(Gain) loss on strategic investment						
(Gain) loss on strategic investment						
Goodwill impairment charge						
Other non-cash items						
Changes in operating assets and liabilities, net of effect of acquisitions:						
Accounts receivable, net						
Accounts receivable, net						
Accounts receivable, net						

Inventories, net
Prepaid and other current assets
Accounts payable
Accounts payable
Planned major maintenance outage
Accounts payable
Accrued expenses
Accrued payroll and employee benefits
Income taxes
Restructuring and other spending, net
Restructuring and other spending, net
Restructuring and other spending, net
Restructuring and other cash outflow, net
Restructuring and other cash outflow, net
Restructuring and other cash outflow, net
Operating leases
CTO resales spending, net
CTO resales spending, net
CTO resales spending, net
CTO resales cash outflow, net
CTO resales cash outflow, net
CTO resales cash outflow, net
Changes in other operating assets and liabilities, net
Net cash provided by (used in) operating activities
Cash provided by (used in) investing activities:
Capital expenditures
Capital expenditures
Capital expenditures
Proceeds from sale of strategic investment
Proceeds from sale of strategic investment
Proceeds from sale of strategic investment
Other investing activities, net
Other investing activities, net
Other investing activities, net
Net cash provided by (used in) investing activities
Cash provided by (used in) financing activities:
Proceeds from revolving credit facility and other borrowings
Proceeds from revolving credit facility and other borrowings
Proceeds from revolving credit facility and other borrowings
Payments on revolving credit facility and other borrowings

Payments on revolving credit facility and other borrowings	
Payments on revolving credit facility and other borrowings	
Finance lease obligations, net	
Finance lease obligations, net	
Finance lease obligations, net	
Tax payments related to withholdings on vested equity awards	
Tax payments related to withholdings on vested equity awards	
Tax payments related to withholdings on vested equity awards	
Proceeds and withholdings from share-based compensation plans, net	
Repurchases of common stock under publicly announced plan	
Net cash provided by (used in) financing activities	
Net cash provided by (used in) financing activities	
Net cash provided by (used in) financing activities	
Increase (decrease) in cash, cash equivalents, and restricted cash	
Effect of exchange rate changes on cash	
Change in cash, cash equivalents, and restricted cash	
Cash, cash equivalents, and restricted cash at beginning of period ⁽¹⁾	
Cash, cash equivalents, and restricted cash at end of period ⁽¹⁾	
(1)	(1) Includes restricted cash of \$17.9 million and \$8.9 million and cash and cash equivalents of \$107.4 million and \$68.0 million at June 30, 2024 and 2023, respectively. Restricted cash is included within "Prepaid and other current assets" and "Restricted investment" within the condensed consolidated balance sheets.
(1)	(1) Includes restricted cash of \$16.6 million and \$8.2 million and cash and cash equivalents of \$88.5 million and \$77.9 million at March 31, 2024 and 2023, respectively. Restricted cash is included within "Prepaid and other current assets" and "Restricted investment" within the condensed consolidated balance sheets.
Supplemental cash flow information:	
Supplemental cash flow information:	
Supplemental cash flow information:	
Cash paid for interest, net of capitalized interest	
Cash paid for interest, net of capitalized interest	
Cash paid for interest, net of capitalized interest	
Cash paid for income taxes, net of refunds	
Purchases of property, plant, and equipment in accounts payable	

Leased assets obtained in exchange for new operating lease liabilities
Leased assets obtained in exchange for new operating lease liabilities
Leased assets obtained in exchange for new operating lease liabilities

The accompanying notes are an integral part of these financial statements.

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INGEVITY CORPORATION
Notes to the Condensed Consolidated Financial Statements
March 31, June 30, 2024
(Unaudited)

Note 1: Background

Description of Business

Ingevity Corporation ("Ingevity," "the company," "we," "us," or "our") provides products and technologies that purify, protect, and enhance the world around us. Through a diverse team of talented and experienced people, we develop, manufacture, and bring to market solutions that are largely renewably sourced and help customers solve complex problems while making the world more sustainable. Our products are used in a variety of demanding applications, including adhesives, agrochemicals, asphalt paving, bioplastics, coatings, elastomers, lubricants, pavement markings, oil exploration and production, and automotive components. We operate in three reportable segments: Performance Materials, Performance Chemicals, and Advanced Polymer Technologies.

Basis of Consolidation and Presentation

These unaudited Condensed Consolidated Financial Statements reflect the consolidated operations of the company and have been prepared in accordance with United States Securities and Exchange Commission ("SEC") interim reporting requirements. Accordingly, the accompanying Condensed Consolidated Financial Statements do not include all disclosures required by accounting principles generally accepted in the United States of America ("GAAP") for full financial statements and should be read in conjunction with the Annual Consolidated Financial Statements for the years ended December 31, 2023, 2022 and 2021, collectively referred to as the "Annual Consolidated Financial Statements," included in our Annual Report on Form 10-K for the year ended December 31, 2023 (the "2023 Annual Report").

In the opinion of management, the Condensed Consolidated Financial Statements contain all adjustments which include only normal recurring adjustments necessary to fairly present the financial position, results of operations, and cash flows for the interim periods presented and contain adequate disclosures to make the information presented not misleading. The consolidated results of operations for interim periods are not necessarily indicative of the results to be expected for the full year.

The preparation of the Condensed Consolidated Financial Statements requires management to make estimates and assumptions with respect to the reported amounts of assets, liabilities, revenue, and expenses and the disclosure of contingent assets and liabilities. Actual results could differ from these estimates.

Certain prior year amounts have been reclassified to conform with the current year's presentation.

Note 2: New Accounting Guidance

The Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC" or "Codification") is the sole source of authoritative GAAP other than SEC issued rules and regulations that apply only to SEC registrants. The FASB issues an Accounting Standards Update ("ASU") to communicate changes to the Codification. We consider the applicability and impact of all ASUs. Recently issued ASUs that are not listed within this Form 10-Q have been assessed and determined to be either not applicable or are not expected to have a material impact on the Condensed Consolidated Financial Statements.

Recently Issued Accounting Pronouncements

In November 2023, the FASB issued ASU 2023-07, "Segment Reporting: Improvements to Reportable Segment Disclosures", which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The purpose of the amendment is to provide readers of the financial statements with information to better understand an entity's overall performance and assess potential future cash flows. The guidance is effective beginning with our 2024 fiscal year Form 10-K and will be applied to all prior periods presented in the financial statements. We are currently evaluating the potential impact of adopting this new guidance on our Condensed Consolidated Financial Statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, "Improvements to Income Tax Disclosures", which is intended to enhance income tax disclosures around the rate reconciliation and income taxes paid. The purpose of the amendment is to provide readers of the financial statements with information to better assess the differences between the effective tax rate and the statutory tax rate across multiple jurisdictions, enabling them to understand tax implications around operational

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INGEVITY CORPORATION
Notes to the Condensed Consolidated Financial Statements

March 31, June 30, 2024
(Unaudited)

opportunities and potential future cash flows. The guidance is effective beginning with our 2025 fiscal year. Early adoption is permitted and we are currently evaluating the potential impact of adopting this new guidance on our Condensed Consolidated Financial Statements and related disclosures.

Note 3: Net Sales

Disaggregation of Net Sales

The following table presents our Net sales disaggregated by reportable segment and product line.

In millions	In millions	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
		2024	2023	2024	2023	2024	2023
Performance Materials segment							
Performance Materials segment							
Performance Materials segment							
<i>Road Technologies product line</i>							
<i>Road Technologies product line</i>							
<i>Road Technologies product line</i>							
<i>Industrial Specialties product line</i>							
Performance Chemicals segment							
Performance Chemicals segment							
Performance Chemicals segment							
<i>Road Technologies product line</i>							
<i>Road Technologies product line</i>							
<i>Road Technologies product line</i>							
<i>Industrial Specialties product line</i>							
Total							
Total							
Total							
Advanced Polymer Technologies segment							
Net sales							

The following table presents our Net sales disaggregated by geography, based on the delivery address of our customer.

In millions	In millions	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
		2024	2023	2024	2023	2024	2023
North America							
Asia Pacific							
Europe, Middle East, and Africa							
South America							
Net sales							

Contract Balances

The contract assets primarily relate to our rights to consideration for products produced but not billed at the reporting date. The contract assets are recognized as accounts receivables when we have an enforceable right to payment for performance completed to date and the customer has been billed. Contract liabilities represent obligations to transfer goods to a customer for which we have received consideration from our customer. For all periods presented, we had no contract liabilities.

The following table provides information about contract assets from contracts with certain customers.

Contract Asset

		Contract Asset
		Contract Asset
		March 31,
		March 31,
		March 31,
		June 30,
		June 30,
		June 30,
<i>In millions</i>		
<i>In millions</i>		
<i>In millions</i>		
Beginning balance		
Beginning balance		
Beginning balance		
Contract asset additions		
Contract asset additions		
Contract asset additions		
Reclassification to accounts receivable, billed to customers		
Reclassification to accounts receivable, billed to customers		
Reclassification to accounts receivable, billed to customers		
Ending balance (1)		
Ending balance (1)		
Ending balance (1)		

(1) Included within "Prepaid and other current assets" on the condensed consolidated balance sheets.

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INGEVITY CORPORATION
Notes to the Condensed Consolidated Financial Statements
March 31, June 30, 2024
(Unaudited)

Note 4: Fair Value Measurements

Recurring Fair Value Measurements

The following information is presented for assets and liabilities that are recorded on the condensed consolidated balance sheets at fair value measured on a recurring basis. There were no transfers of assets and liabilities that were recorded at fair value between the three-level fair value hierarchy during the periods reported.

<i>In millions</i>	<i>In</i>	<i>Level</i>	Level	Level	<i>In</i>	<i>Level</i>	Level 2(2)	Level 3(3)	Total
	<i>millions</i>	1(1)				1(1)			
March 31, 2024									
June 30, 2024									
Assets:									
Assets:									
Assets:									
Deferred compensation plan investments (4)									
Deferred compensation plan investments (4)									
Deferred compensation plan investments (4)									

	Level 1(a)	Level 2(2)	Level 3(3)	Total	Level 1(a)	Level 2(2)	Level 3(3)	Total
December 31,								
2023								
Assets:								
Assets:								
Assets:								
Deferred compensation plan investments (4)								
Deferred compensation plan investments (4)								
Deferred compensation plan investments (4)								
Total assets								
Liabilities:								
Deferred compensation arrangement (4)								
Deferred compensation arrangement (4)								
Deferred compensation arrangement (4)								
Total liabilities								
Total liabilities								

(1) Quoted prices in active markets for identical assets.

(2) Quoted prices for similar assets and liabilities in active markets.

(3) Significant unobservable inputs.

(4) Consists of a deferred compensation arrangement through which we hold various investment securities recognized on our condensed consolidated balance sheets. Both the asset and liability related to investment securities are recorded at fair value and are included within "Other assets" and "Other liabilities" on the condensed consolidated balance sheets, respectively. In addition to the investment securities, we also had company-owned life insurance related to the deferred compensation arrangement recorded at cash surrender value in "Other assets" of **\$15.8 million** **\$16.0 million** and \$14.9 million at **March 31, 2024** **June 30, 2024** and December 31, 2023, respectively.

Nonrecurring Fair Value Measurements

There were no nonrecurring fair value measurements on the condensed consolidated balance sheets during the periods ended **March 31, 2024** **June 30, 2024**, and December 31, 2023.

Strategic Investments

Equity Method Investments

The aggregate carrying value of all strategic equity method investments totaled **\$15.7 million** **\$15.5 million** and \$16.0 million at **March 31, 2024** **June 30, 2024** and December 31, 2023, respectively. There were no adjustments to the carrying value of equity method investments for impairment for the periods ended June 30, 2024 and December 31, 2023. As of June 30, 2024 we had approximately \$5.6 million of unfunded commitments, associated with a venture capital fund investment accounted for under the equity method of accounting, which we anticipate will be paid over a period of 10 years from the date of the investment.

During the first quarter of 2023, we sold a strategic equity method investment for \$31.4 million, resulting in a \$19.2 million gain, recorded within "Other (income) expense, net" on the condensed consolidated statement statements of operations. There were no adjustments to the carrying value of equity method investments for impairment for the periods ended March 31, 2024 and December 31, 2023.

During 2022, we entered into We recognized an investment additional \$0.1 million gain associated with a venture capital fund for \$0.8 million, which is accounted for under the equity method of accounting. As of March 31, 2024 and December 31, 2023, respectively, we had approximately \$5.6 million of unfunded commitments, which we anticipate will be paid over a period of 10 years. The carrying value of our strategic equity investment was \$1.6 million and \$1.7 million at March 31, 2024 and December 31, 2023, respectively, sale during the three months ended June 30, 2024.

INGEVITY CORPORATION
Notes to the Condensed Consolidated Financial Statements
March 31, June 30, 2024
(Unaudited)

Measurement Alternative Investments

The aggregate carrying value of all measurement alternative investments where fair value is not readily determinable totaled \$78.4 million and \$83.2 million at March 31, 2024 June 30, 2024 and December 31, 2023, respectively. During the period ended March 31, 2024, first quarter of 2024, the company identified a triggering event indicating that an investment being accounted for under the measurement alternative may be impaired. For the three and six months ended March 31, 2024 June 30, 2024, the Company company recognized an impairment of zero and \$4.8 million, respectively, recorded in Other (income) expense, net on the condensed consolidated statement statements of operations.

Restricted Investment

Our restricted investment is a trust managed in order to secure repayment of the finance lease obligation associated with our Performance Materials' Wickliffe, Kentucky manufacturing site at maturity. The trust, presented as Restricted investment on our condensed consolidated balance sheets, originally purchased long-term bonds that mature through 2026. The principal received at maturity of the bonds, along with interest income that is reinvested in the trust, are expected to be equal to or more than the \$80.0 million finance lease obligation that is due in 2027. Because the provisions of the trust provide us the ability, and it is our intent, to hold the investments to maturity, the investments held by the trust are accounted for as held to maturity ("HTM"); therefore, they are held at their amortized cost. The investments held by the trust earn interest at the stated coupon rate of the invested bonds. Interest earned on the investments held by the trust is recognized and presented as interest income on our condensed consolidated statement statements of operations. As interest from the bonds is received and as bonds mature, any proceeds not reinvested are held in highly liquid securities and treated as restricted cash.

At March 31, 2024 June 30, 2024 and December 31, 2023, the carrying value of our restricted investment was \$79.8 million \$80.5 million and \$79.1 million, net of an allowance for credit losses of \$0.1 million and \$0.2 million, and included restricted cash of \$16.0 million \$16.8 million and \$15.4 million, respectively. The fair value at March 31, 2024 June 30, 2024 and December 31, 2023 was \$77.2 million \$77.9 million and \$76.7 million, respectively, based on Level 1 inputs.

The following table shows the total amortized cost of our HTM debt securities by credit rating, excluding the allowance for credit losses and cash. The primary factor in our expected credit loss calculation is the composite bond rating. As the rating decreases, the risk present in holding the bond is inherently increased, leading to an increase in expected credit losses.

In millions	In millions	HTM Debt Securities					Total	In millions	AA+	AA-	A	A-	BBB+	Total									
		HTM Debt Securities																					
		HTM Debt Securities																					
In millions	In millions	AA+	AA-	A	A-	BBB+		In millions	AA+	AA-	A	A-	BBB+										
March 31, 2024								March 31, 2024															
June 30, 2024								June 30, 2024															
December 31, 2023								December 31, 2023															

Debt and Finance Lease Obligations

At March 31, 2024 June 30, 2024 and December 31, 2023, the carrying value of finance lease obligations was \$100.8 million \$100.6 million and \$101.1 million, respectively, and the fair value was \$104.3 million \$103.5 million and \$105.7 million, respectively. The fair value of our finance lease obligation associated with our Performance Materials' Wickliffe, Kentucky manufacturing site, is based on the period-end quoted market prices for the obligations, obligation, using Level 2 inputs. The fair value of all other finance lease obligations approximates their carrying values.

The carrying value, excluding debt issuance fees, of our variable interest rate debt was \$847.6 million \$852.9 million and \$821.4 million as of March 31, 2024 June 30, 2024 and December 31, 2023, respectively. The carrying value of our variable rate debt is a reasonable estimate of the fair value.

At March 31, 2024 June 30, 2024 and December 31, 2023, the carrying value of our fixed rate debt was \$550.0 million and \$550.0 million, respectively, and the fair value was \$497.3 million \$499.0 million and \$494.6 million, respectively, based on Level 2 inputs.

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Note 5: Inventories, net

In millions	In millions	March 31, 2024	December 31, 2023	In millions	June 30, 2024	December 31, 2023
Raw materials						
Production materials, stores, and supplies						
Finished and in-process goods						
Subtotal						
Less: LIFO reserve						
Inventories, net						

Note 6: Property, Plant, and Equipment, net

In millions	In millions	March 31, 2024	December 31, 2023	In millions	June 30, 2024	December 31, 2023
Machinery and equipment						
Buildings and leasehold improvements						
Land and land improvements						
Construction in progress						
Total cost						
Less: accumulated depreciation ⁽¹⁾						
Property, plant, and equipment, net						

(1) As a result of the Performance Chemicals' repositioning, as further described in Note 11, we accelerated the depreciation of certain property, plant and equipment assets. This resulted in \$31.6 million and \$1.8 million of additional expense for the three and six months ended March 31, 2024 June 30, 2024, respectively, which is included in Restructuring and other (income) charges, net within the condensed consolidated statement statements of operations.

Note 7: Goodwill and Other Intangible Assets, net

Goodwill

Reporting Units								
In millions								
In millions	Performance Materials	Performance Chemicals	Advanced Polymer Technologies	Total	Performance Materials	Performance Chemicals	Advanced Polymer Technologies	Total
December 31, 2023								
Goodwill impairment charge								
Foreign currency translation								
Foreign currency translation								
Foreign currency translation								
March 31, 2024								
June 30, 2024								

Beginning in fiscal year 2023, we began to see depressed volumes in our industrial end markets, constraining our ability to offset the continued crude tall oil ("CTO") price inflation we were experiencing, and negatively impacting earnings and cash flow within our Performance Chemicals' reporting unit, particularly in our industrial specialties product line. As a result, we concluded that a triggering event occurred in the third quarter of 2023. Our third quarter 2023 impairment analysis included significant assumptions, such as the execution of several measures in 2023 to pursue greater cost efficiency, including a reorganization to streamline certain functions and reduce ongoing costs, and expectations of decreased CTO costs beginning in the second half of 2024. We concluded that no events impairment was necessary as a result of that third quarter 2023 interim analysis or circumstances indicating that goodwill might be impaired as of March 31, 2024 at our annual impairment test, dated October 1, 2023.

During the second quarter of 2024, our supplier provided new information regarding the cost of CTO for the second half of 2024, which significantly exceeded our forecasted costs, resulting in a triggering event for our Performance Chemicals' reporting unit. We performed an analysis of the reporting unit's goodwill, intangibles, and long-lived assets. Our analysis included significant assumptions such as: revenue growth rate, earnings before interest, taxes, depreciation and amortization

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("EBITDA") margin, and discount rate, which are judgmental, and variations in any assumptions could result in materially different calculations of fair value.

Our analysis reassessed the expected cash flows in light of current performance and expected lack of near term recovery in our industrial specialties product line, resulting in lower volume and profitability expectations. As a result, the company concluded that the carrying amount of the Performance Chemicals' reporting unit exceeded its fair value, resulting in a non-cash goodwill impairment charge of \$349.1 million, which represents all of the goodwill within the Performance Chemicals' reportable segment. The charge was recorded within "Goodwill impairment charge" on the condensed consolidated statements of operations for the quarter ended June 30, 2024.

Other Intangible Assets

In millions

In millions

In millions

Gross Asset Value

December 31, 2023

December 31, 2023

December 31, 2023

Retirements (2)

Foreign currency translation

March 31, 2024

June 30, 2024

Accumulated Amortization

December 31, 2023

December 31, 2023

December 31, 2023

Amortization (3)

Retirements (2)

Foreign currency translation

March 31, 2024

June 30, 2024

Other intangibles, net

(1) Represents trademarks, trade names, and know-how.

(2) As a result of the Performance Chemicals' repositioning, as further described in Note 11, we retired certain customer contract contracts and relationships, and developed technology finite-lived intangible assets.

(3) As a result of the Performance Chemicals' repositioning, as further described in Note 11, we accelerated the amortization of certain customer contract and relationship finite-lived intangible assets.

This resulted in zero and \$22.1 million of additional expense for the three and six months ended March 31, 2024 June 30, 2024, respectively, and \$37.4 million of additional expenses for the twelve months ended December 31, 2023, which is included in Restructuring and other (income) charges, net within the condensed consolidated statement statements of operations.

Intangible assets subject to amortization were attributed to our business segments as follows:

<i>In millions</i>	<i>In millions</i>	March 31, 2024	December 31, 2023	<i>In millions</i>	June 30, 2024	December 31, 2023
Performance Materials						
Performance Chemicals						
Advanced Polymer Technologies						
Other intangibles, net						

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The amortization expense related to our intangible assets in the table above is shown in the table below.

<i>In millions</i>	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,		2024	2023
	<i>In millions</i>	2024	2023	<i>In millions</i>	2024	2023		
Selling, general, and administrative expenses								
Restructuring and other (income) charges, net ⁽¹⁾								
Total amortization expense								

(1) Amounts recorded to Restructuring and other (income) charges, net are not included within segment depreciation and amortization.

Based on the current carrying values of intangible assets, estimated pre-tax amortization expense for the next five years is as follows: **\$22.6 million** \$15.0 million for the remainder of 2024, 2025 - \$29.8 million, 2026 - \$29.1 million, 2027 - \$29.1 million, and 2028 - \$29.1 million. The estimated pre-tax amortization expense may fluctuate due to changes in foreign currency exchange rates.

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(Unaudited)

Note 8: Financial Instruments and Risk Management

Cash Flow Hedges

Foreign Currency Exchange Risk Management

As of **March 31, 2024** June 30, 2024, there were **\$1.9 million** \$2.2 million open foreign currency derivative contracts. The fair value of the designated foreign currency hedge contracts was a net asset (liability) of zero at **March 31, 2024** June 30, 2024 and December 31, 2023, respectively.

Commodity Price Risk Management

As of **March 31, 2024** June 30, 2024, we had **1.3 million** 1.5 million and **0.1 million** 0.9 million mm BTUS (millions of British Thermal Units) in aggregate notional volume of outstanding natural gas commodity swap contracts and zero cost collar option contracts, respectively, designated as cash flow hedges. As of **March 31, 2024** June 30, 2024, open commodity contracts hedge forecasted transactions until **May December 2025**. The fair value of the outstanding designated natural gas commodity hedge contracts as of **March 31, 2024** June 30, 2024 and December 31, 2023, was a net asset (liability) of **\$(0.5) million** zero and **\$(0.9) million**, respectively.

Effect of Cash Flow and Net Investment Hedge Accounting on AOCI

<i>In millions</i>	Amount of Gain (Loss) Recognized in		Amount of Gain (Loss) Reclassified		Location of Gain (Loss) Reclassified from AOCI in Net	
	AOCI		from AOCI into Net income (loss)		income (loss)	
	Three Months Ended March 31,		2024		2023	
	2024	2023	2024	2023		
Cash flow hedging derivatives						
Currency exchange contracts	\$ —	\$ —	(0.1)	\$ —	\$ (0.2)	Net sales
Natural gas contracts	(0.4)	(2.9)	(0.7)	0.5	0.3	Cost of sales
Total	\$ (0.4)	\$ (3.0)	\$ (0.7)	\$ 0.3	\$ 0.3	

Within the next twelve months, we expect to reclassify \$1.7 million of net gains from AOCI to income, before taxes.

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Notes to the Condensed Consolidated Financial Statements
March 31, June 30, 2024
(Unaudited)

Effect of Cash Flow and Net Investment Hedge Accounting on AOCI

<i>In millions</i>	Amount of Gain (Loss) Recognized in		Amount of Gain (Loss) Reclassified		Location of Gain (Loss) Reclassified from AOCI in Net income (loss)	
	AOCI		from AOCI into Net income (loss)			
	Three Months Ended June 30,		2024 2023			
Cash flow hedging derivatives						
Currency exchange contracts	\$ 0.1	\$ —	\$ —	\$ (0.3)	Net sales	
Natural gas contracts	—	(0.1)	(0.8)	(1.5)	Cost of sales	
Total	\$ 0.1	\$ (0.1)	\$ (0.8)	\$ (1.8)		
<i>In millions</i>	Amount of Gain (Loss) Recognized in		Amount of Gain (Loss) Reclassified		Location of Gain (Loss) Reclassified from AOCI in Net income (loss)	
	AOCI		from AOCI into Net income (loss)			
	Six Months Ended June 30,		2024 2023			
Cash flow hedging derivatives						
Currency exchange contracts	\$ 0.1	\$ (0.1)	\$ —	\$ (0.5)	Net sales	
Natural gas contracts	(0.4)	(3.0)	(1.5)	(1.0)	Cost of sales	
Total	\$ (0.3)	\$ (3.1)	\$ (1.5)	\$ (1.5)		

Within the next twelve months, we expect to reclassify \$0.8 million of net gains from AOCI to income, before taxes.

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Fair Value Measurements

The following information is presented for derivative assets and liabilities that are recorded in the condensed consolidated balance sheets at fair value measured on a recurring basis. There were no transfers of assets and liabilities that are recorded at fair value between Level 1 and Level 2 during the periods reported. There were no nonrecurring fair value measurements related to derivative assets and liabilities on the condensed consolidated balance sheets as of **March 31, 2024** **June 30, 2024**, or December 31, 2023.

<i>In millions</i>	March 31, 2024			June 30, 2024					
	<i>In millions</i>	Level 1(1)	Level 2(2)	Level 3(3)	<i>In millions</i>	Level 1(1)	Level 2(2)	Level 3(3)	Total
Assets:									
Currency exchange contracts (4)									
Currency exchange contracts (4)									
Currency exchange contracts (4)									
Total assets									
Total assets									
Total assets									
Liabilities:									
Natural gas contracts (5)									
Natural gas contracts (5)									
Natural gas contracts (5)									

Currency exchange contracts (5)
Currency exchange contracts (5)
Currency exchange contracts (5)
Total liabilities
Total liabilities
Total liabilities

<i>In millions</i>	December 31, 2023			
	Level 1(1)	Level 2(2)	Level 3(3)	Total
Assets:				
Currency exchange contracts (4)	\$ —	\$ 0.5	\$ —	\$ 0.5
Total assets	\$ —	\$ 0.5	\$ —	\$ 0.5
Liabilities:				
Natural gas contracts (5)	\$ —	\$ 0.9	\$ —	\$ 0.9
Currency exchange contracts (5)	—	0.5	—	0.5
Total liabilities	\$ —	\$ 1.4	\$ —	\$ 1.4

(1) Quoted prices in active markets for identical assets.

(2) Quoted prices for similar assets and liabilities in active markets.

(3) Significant unobservable inputs.

(4) Included within "Prepaid and other current assets" on the condensed consolidated balance sheet sheets.

(5) Included within "Accrued expenses" on the condensed consolidated balance sheet sheets.

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INGEVITY CORPORATION
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(Unaudited)

Note 9: Debt, including Finance Lease Obligations

Current and long-term debt including finance lease obligations consisted of the following:

In millions, except percentages

In millions, except percentages

In millions, except percentages

March 31, 2024

December 31, 2023

June 30, 2024

December 31, 2023

Revolving Credit Facility and other lines of credit (1)(2)

Revolving Credit Facility and other lines of credit (1)(2)

Revolving Credit Facility and other lines of credit (1)(2)

3.88% Senior Notes due 2028

3.88% Senior Notes due 2028

3.88% Senior Notes due 2028

Finance lease obligations (3)

Finance lease obligations (3)

Finance lease obligations (3)

Accounts receivable securitization (4)

Other notes payable

Total debt including finance lease obligations

Less: debt issuance costs

Total debt, including finance lease obligations, net of debt issuance costs

Less: debt maturing within one year (5)

Long-term debt including finance lease obligations

(1) Letters of credit outstanding under the revolving credit facility were **\$2.5 million** \$2.0 million and \$2.5 million and available funds under the facility were **\$233.5 million** \$241.7 million and \$259.5 million at **March 31, 2024** June 30, 2024 and December 31, 2023, respectively.

(2) The weighted average interest rate associated with our revolving credit facility was **6.68** 6.76 percent and 6.36 percent for the period ended **March 31, 2024** June 30, 2024 and December 31, 2023, respectively.

(3) At **March 31, 2024** June 30, 2024 and December 31, 2023, \$80.0 million of the finance lease obligation upon maturity will be settled utilizing liquid assets that have been placed into a trust established strictly for this purpose. The trust is presented as Restricted investments on the condensed consolidated balance sheets in the amount of **\$79.8 million** \$80.5 million and \$79.1 million as of **March 31, 2024** June 30, 2024 and December 31, 2023, respectively. Refer to Note 4, under the section: *Restricted Investment*, for more information.

(4) The interest rate associated with our accounts receivable securitization program was **5.54** 5.50 percent and 5.61 percent for the period ended **March 31, 2024** June 30, 2024 and December 31, 2023, respectively.

(5) Debt maturing within one year is included in "Notes payable and current maturities of long-term debt" on the condensed consolidated balance sheets.

Debt Covenants

Our indenture contains certain customary covenants (including covenants limiting Ingevity's and its restricted subsidiaries' ability to grant or permit liens on certain property securing debt, declare or pay dividends, make distributions on or repurchase or redeem capital stock, make investments in unrestricted subsidiaries, engage in sale and lease-back transactions, and engage in a consolidation or merger, or sell, transfer or otherwise dispose of all or substantially all of the assets of Ingevity and our restricted subsidiaries, taken as a whole) and events of default (subject in certain cases to customary exceptions, as well as grace and cure periods). The occurrence of an event of default under the 2028 Senior Notes could result in the acceleration of the notes of such series and could cause a cross-default resulting in the acceleration of other indebtedness of Ingevity and its subsidiaries. We were in compliance with all covenants under the indenture as of **March 31, 2024** June 30, 2024.

The credit agreement governing our revolving credit facility contains customary default provisions, including defaults for non-payment, breach of representations and warranties, insolvency, non-compliance with covenants and cross-defaults to other material indebtedness. The occurrence of an uncured event of default under the credit agreement could result in all loans and other obligations becoming immediately due and payable and our revolving credit facility being terminated. The credit agreement also contains certain customary covenants, including financial covenants. The revolving credit facility financial covenants require Ingevity to maintain on a consolidated basis a maximum total net leverage ratio of 4.0 to 1.0 (which may be increased to 4.5 to 1.0 under certain circumstances) and a minimum interest coverage ratio of 3.0 to 1.0. As calculated per the credit agreement, our net leverage for the four consecutive quarters ended **March 31, 2024** June 30, 2024 was **2.8**, 3.3, and our actual interest coverage for the four consecutive quarters ended **March 31, 2024** June 30, 2024 was **5.6**, 4.8. We were in compliance with all covenants under the credit agreement at **March 31, 2024** June 30, 2024.

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INGEVITY CORPORATION
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(Unaudited)

Note 10: Equity

	Common	Stock	Common	Stock	Common	Stock	Shares	Amount	Additional paid in capital	Retained earnings	Accumulated other comprehensive income (loss)	Treasury stock	Total Equity	Shares	Amount	Additional paid in capital	Retained earnings	Accumulated other comprehensive income (loss)	Treasury stock	Total Equity
<i>In millions, shares in thousands</i>																				
<i>In millions, shares in thousands</i>																				
Balance at December 31, 2023																				
Net income (loss)																				
Other comprehensive income (loss)																				
Common stock issued																				
Exercise of stock options, net																				
Tax payments related to vested restricted stock units																				
Share repurchase program																				
Tax payments related to vested restricted stock units																				

Tax payments related to vested restricted stock units
Share-based compensation plans
Share-based compensation plans
Share-based compensation plans
Balance at March 31, 2024
Balance at March 31, 2024
Balance at March 31, 2024
Net income (loss)
Other comprehensive income (loss)
Common stock issued
Tax payments related to vested restricted stock units
Tax payments related to vested restricted stock units
Tax payments related to vested restricted stock units
Share-based compensation plans
Share-based compensation plans
Share-based compensation plans
Balance at June 30, 2024

In millions, shares in thousands	Common Stock						Accumulated other comprehensive income (loss)		
	Shares	Amount	Additional paid in capital		Retained earnings	(\$)	Treasury stock	Total Equity	
			(\$)	(\$)					
Balance at December 31, 2022	43,228	\$ 0.4	\$ 153.0	\$ 1,007.7	\$ (46.8)	\$ (416.0)	\$ 698.3		
Net income (loss)	—	—	—	50.7	—	—	—	50.7	
Other comprehensive income (loss)	—	—	—	—	8.0	—	—	8.0	
Common stock issued	139	—	—	—	—	—	—	—	
Exercise of stock options, net	41	—	2.2	—	—	—	—	2.2	
Tax payments related to vested restricted stock units	—	—	—	—	—	(4.5)	(4.5)		
Share repurchase program	—	—	—	—	—	(33.4)	(33.4)		
Share-based compensation plans	—	—	3.7	—	—	0.7	4.4		
Balance at March 31, 2023	43,408	\$ 0.4	\$ 158.9	\$ 1,058.4	\$ (38.8)	\$ (453.2)	\$ 725.7		

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March 31, 2024
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Accumulated other comprehensive income (loss)

In millions	Three Months Ended March 31,	
	2024	2023
Foreign currency translation		
Beginning balance	\$ (25.6)	\$ (45.8)
Net gains (losses) on foreign currency translation	(9.1)	10.5
Other comprehensive income (loss), net of tax	(9.1)	10.5

Ending balance	\$	(34.7)	\$	(35.3)
Derivative instruments				
Beginning balance	\$	(1.6)	\$	(1.4)
Gains (losses) on derivative instruments		(0.4)		(3.0)
Less: tax provision (benefit)		(0.1)		(0.7)
Net gains (losses) on derivative instruments		(0.3)		(2.3)
(Gains) losses reclassified to net income		0.7		(0.3)
Less: tax (provision) benefit		0.2		(0.1)
Net (gains) losses reclassified to net income		0.5		(0.2)
Other comprehensive income (loss), net of tax		0.2		(2.5)
Ending balance	\$	(1.4)	\$	(3.9)
Pension and other postretirement benefits				
Beginning balance	\$	0.5	\$	0.4
Other comprehensive income (loss), net of tax		—		—
Ending balance	\$	0.5	\$	0.4
Total AOCI ending balance at March 31	\$	(35.6)	\$	(38.8)

Reclassifications of accumulated other comprehensive income (loss)

In millions	Three Months Ended March 31,	
	2024	2023
Derivative instruments		
Currency exchange contracts ⁽¹⁾	\$ —	\$ (0.2)
Natural gas contracts ⁽²⁾	(0.7)	0.5
Total before tax	(0.7)	0.3
(Provision) benefit for income taxes	0.2	(0.1)
Amount included in net income (loss)	\$ (0.5)	\$ 0.2

(1) Included within "Net sales" on the condensed consolidated statement of operations.

(2) Included within "Cost of sales" on the condensed consolidated statement of operations.

In millions, shares in thousands	Common Stock				Accumulated other comprehensive income (loss)			Treasury stock		Total Equity	
	Shares	Amount	Additional paid in capital	Retained earnings							
Balance at December 31, 2022	43,228	\$ 0.4	\$ 153.0	\$ 1,007.7	\$ (46.8)			\$ (416.0)	\$ 698.3		
Net income (loss)	—	—	—	50.7	—			—	—	50.7	
Other comprehensive income (loss)	—	—	—	—	8.0			—	—	8.0	
Common stock issued	139	—	—	—	—			—	—	—	
Exercise of stock options, net	41	—	2.2	—	—			—	—	2.2	
Tax payments related to vested restricted stock units	—	—	—	—	—			(4.5)	(4.5)	(4.5)	
Share repurchase program	—	—	—	—	—			(33.4)	(33.4)	(33.4)	
Share-based compensation plans	—	—	3.7	—	—			—	0.7	4.4	
Balance at March 31, 2023	43,408	\$ 0.4	\$ 158.9	\$ 1,058.4	\$ (38.8)			\$ (453.2)	\$ 725.7		
Net income (loss)	—	—	—	35.5	—			—	—	35.5	
Other comprehensive income (loss)	—	—	—	—	5.3			—	—	5.3	
Common stock issued	22	—	—	—	—			—	—	—	
Share repurchase program	—	—	—	—	—			(58.7)	(58.7)	(58.7)	
Share-based compensation plans	—	—	4.7	—	—			—	1.6	6.3	
Balance at June 30, 2023	43,430	\$ 0.4	\$ 163.6	\$ 1,093.9	\$ (33.5)			\$ (510.3)	\$ 714.1		

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(Unaudited)

Accumulated other comprehensive income (loss)

<i>In millions</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Foreign currency translation				
Beginning balance	\$ (34.7)	\$ (35.3)	\$ (25.6)	\$ (45.8)
Net gains (losses) on foreign currency translation	(2.6)	4.0	(11.7)	14.5
Other comprehensive income (loss), net of tax	(2.6)	4.0	(11.7)	14.5
Ending balance	\$ (37.3)	\$ (31.3)	\$ (37.3)	\$ (31.3)
Derivative instruments				
Beginning balance	\$ (1.4)	\$ (3.9)	\$ (1.6)	\$ (1.4)
Gains (losses) on derivative instruments	0.1	(0.1)	(0.3)	(3.1)
Less: tax provision (benefit)	—	—	(0.1)	(0.7)
Net gains (losses) on derivative instruments	0.1	(0.1)	(0.2)	(2.4)
(Gains) losses reclassified to net income	0.8	1.8	1.5	1.5
Less: tax (provision) benefit	0.2	0.5	0.4	0.4
Net (gains) losses reclassified to net income	0.6	1.3	1.1	1.1
Other comprehensive income (loss), net of tax	0.7	1.2	0.9	(1.3)
Ending balance	\$ (0.7)	\$ (2.7)	\$ (0.7)	\$ (2.7)
Pension and other postretirement benefits				
Beginning balance	\$ 0.5	\$ 0.4	\$ 0.5	\$ 0.4
Amortization of actuarial and other (gains) losses, prior service cost (credits), and settlement and curtailment (income) charge reclassified to net income	—	0.1	—	0.1
Less: tax (provision) benefit	—	—	—	—
Net actuarial and other (gains) losses, amortization of prior service cost (credits), and settlement and curtailment (income) charge reclassified to net income	—	0.1	—	0.1
Other comprehensive income (loss), net of tax	—	0.1	—	0.1
Ending balance	\$ 0.5	\$ 0.5	\$ 0.5	\$ 0.5
Total AOCI ending balance at June 30	<u><u>\$ (37.5)</u></u>	<u><u>\$ (33.5)</u></u>	<u><u>\$ (37.5)</u></u>	<u><u>\$ (33.5)</u></u>

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INGEVITY CORPORATION
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June 30, 2024
(Unaudited)

Reclassifications of accumulated other comprehensive income (loss)

<i>In millions</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Derivative instruments				
Currency exchange contracts ⁽¹⁾	\$ —	\$ (0.3)	\$ —	\$ (0.5)

Natural gas contracts (2)	(0.8)	(1.5)	(1.5)	(1.0)
Total before tax	(0.8)	(1.8)	(1.5)	(1.5)
(Provision) benefit for income taxes	0.2	0.5	0.4	0.4
Amount included in net income (loss)	\$ (0.6)	\$ (1.3)	\$ (1.1)	\$ (1.1)
Pension and other post retirement benefits				
Amortization of prior service costs (2)	\$ —	\$ 0.1	\$ —	\$ 0.1
Total before tax	—	0.1	—	0.1
(Provision) benefit for income taxes	—	—	—	—
Amount included in net income (loss)	\$ —	\$ 0.1	\$ —	\$ 0.1

(1) Included within "Net sales" on the condensed consolidated statements of operations.

(2) Included within "Cost of sales" on the condensed consolidated statements of operations.

Share Repurchases

On July 25, 2022, our Board of Directors authorized the repurchase of up to \$500.0 million of our common stock (the "2022 Authorization"), and rescinded the prior outstanding repurchase authorization with respect to the shares that remained unused under the prior authorization. Shares under the 2022 Authorization may be purchased through open market or privately negotiated transactions at the discretion of management based on its evaluation of market prevailing conditions and other factors, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Securities Exchange Act of 1934, as amended.

During the three and six months ended **March 31, 2024 and 2023, June 30, 2024**, we repurchased **zero** no common stock. At June 30, 2024, \$353.4 million remained unused under the 2022 Authorization.

During the three and **\$33.4 million** six months ended June 30, 2023, we repurchased **\$58.7 million**, inclusive of **\$0.2 million** **\$0.6 million** excise tax, and **\$92.1 million**, inclusive of **\$0.8 million** excise tax, in common stock, representing **zero** **819,898** and **449,475** **1,269,373** shares of our common stock at a weighted average cost per share of **zero** **\$70.87** and **\$73.86**, **\$71.93**, respectively. At March 31, 2024, \$353.4 million remained unused under the 2022 Authorization.

Note 11: Restructuring and Other (Income) Charges, net

Detail on the restructuring charges and other (income) charges, net, is provided below.

In millions	In millions	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,		2024	2023
		2024	2023	2024	2023	2024	2023		
		Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended June 30,	Three Months Ended June 30,	Six Months Ended June 30,	Six Months Ended June 30,		
Restructuring charges									
Restructuring charges									
Restructuring charges									
Other (income) charges, net									
Other (income) charges, net									
Other (income) charges, net									
Total Restructuring and other (income) charges, net									
Total Restructuring and other (income) charges, net									
Total Restructuring and other (income) charges, net									

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Restructuring Charges

In millions	In millions	Severance and other employee-related costs	Other charges (income) ⁽¹⁾	Asset disposal charges ⁽²⁾	In millions	Severance and other employee-related costs	Other charges (income) ⁽¹⁾	Asset disposal charges ⁽²⁾	Total
					Total				Total
Performance Chemicals' repositioning									
Three Months Ended March 31, 2024									
Three Months Ended March 31, 2024									
Three Months Ended March 31, 2024									
Three Months Ended June 30, 2024									
Three Months Ended June 30, 2024									
Three Months Ended June 30, 2024									
Other									
Other									
Other									
Three Months Ended March 31, 2023									
Three Months Ended June 30, 2023									
In millions									
In millions									
In millions		Severance and other employee-related costs	Other charges (income) ⁽¹⁾	Asset disposal charges ⁽²⁾	Total				
Performance Chemicals' repositioning									
Six Months Ended June 30, 2024									
Six Months Ended June 30, 2024									
Six Months Ended June 30, 2024									
Other									
Other									
Other									
Six Months Ended June 30, 2023									

(1) Primarily represents costs associated with contract terminations, plant and equipment decommissioning charges and other miscellaneous exit costs.

(2) Primarily represents property, plant and equipment and finite-lived intangible asset write-downs, accelerated depreciation and amortization, and impairment charges on certain assets, which were or are to be disposed of or abandoned. Also included, to the extent incurred, the acceleration effect of re-estimating settlement dates and revised cost estimates associated with asset retirement obligations related to asset disposal charges that are included within restructuring charges.

Performance Chemicals' Repositioning

On November 1, 2023, we announced a number of strategic actions designed to reposition our Performance Chemicals reportable segment to improve profitability and reduce the cyclical nature of the **Company** company as a whole. These actions increase our focus on growing our most profitable Performance Chemicals' product lines, such as road technologies, and accelerate our transition to **non-crude tall oil ("CTO") non-CTO** based fatty acids. This initiative will **result in the reduction, and in some cases exit, of certain historical focus on reducing exposure to lower margin** end-use markets of our industrial specialties product line, such as adhesives, publication inks, and oilfield, representing approximately 45 percent of our industrial specialties product line historical annualized net sales. This initiative **includes included** the permanent closure of our Performance Chemicals' CTO refinery and the closure of our manufacturing plant located in DeRidder, Louisiana (the "DeRidder Plant"), including the polyol production assets associated with the Advanced Polymer Technologies ("APT") reportable segment. **As of March 31, 2024, all** **All** **production at the DeRidder Plant has ceased with in the APT polyol production assets being shuttered in December 2023, and the CTO refinery and other Performance Chemicals' production assets shuttered in February/first quarter of 2024. The above actions are referred to as the "Performance Chemicals' repositioning."**

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The Performance Chemicals' repositioning initiative included additional corporate and business cost reduction actions executed in November 2023.

The Performance Chemicals' repositioning actions referenced above, when combined with other targeted workforce reduction initiatives during 2023, resulted in the reduction of Ingenuity's global workforce by almost 20 percent, 25 percent of these reductions being employees directly associated with commercial sales activities of the soon-to-be exited and/or reduced end-use markets of our industrial specialties product line. Specific to Performance Chemicals, the reduction represented approximately 30 percent of the reportable segment's workforce.

Expected Charges

We expect to incur aggregate charges of approximately \$280 million \$250 million associated with the Performance Chemicals' repositioning, consisting repositioning. This is a reduction of approximately \$30 million from prior expectations due to lower than estimated plant cleaning costs. Total expected charges now consist of approximately \$185 million in asset-related charges, approximately \$15 million in severance and other employee-related costs, and approximately \$80 million \$50 million in other restructuring costs, including decommissioning, dismantling and removal charges, and contract termination costs. Through March 31, 2024 June 30, 2024, we have incurred \$197.6 million \$207.6 million associated with these actions, including \$180.2 million \$182.0 million of non-cash asset-related charges and \$17.4 million \$25.6 million of charges to be settled in cash. As of March 31, 2024 June 30, 2024, \$13.4 million \$21.3 million of the charges to be settled in cash have been paid. We expect approximately \$185 million of the total charges to be non-cash and \$95 million \$65 million to be settled in cash. The remainder of the non-cash and 50-60 percent of cash charges are expected to be recognized in 2024.

Charges Related

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Inventory Charges

The Company believes the collective actions of workforce, operational, and regional business exits we believe will hinder our ability to dispose of the associated inventory on hand. As a result, we recorded \$19.7 million zero and \$2.5 million of non-cash, lower of cost or market, inventory charges during the three and six months ended December 31, 2023 and March 31, 2024 June 30, 2024, respectively, to adjust the carrying value of the impacted inventory to what we expect to realize upon disposal, less disposal costs. These inventory charges are recorded to Cost of sales on the condensed consolidated statement of operations. Since these inventory charges are directly attributable to the Performance Chemicals' repositioning, that is, they do not represent normal, recurring expenses necessary to operate our business, we have combined these charges with the restructuring charges noted above, and have excluded such impact from the financial results of our Performance Chemicals reportable segment. Please refer to Note 14 for more information.

CTO Resale Activity

Due to the DeRidder Plant closure, and the corresponding reduced CTO refining capacity, significantly reduced our CTO volume requirements. However, we may be were obligated, under an existing CTO supply contract, to purchase CTO volumes through 2025 at amounts in excess of our required CTO volumes needed to support our current business operations. We intend to manage our this excess inventory, we sold CTO volumes by reselling excess volumes (herein referred to as "CTO resales") in the open market. Excluded from the estimated \$280.0 million of aggregate charges relating to the Performance Chemicals' repositioning are potential costs we may incur associated with the CTO resales which, based on what we believe to be market rates today, may result in \$50 million to \$80 million of incremental losses in 2024. This is updated from our previously disclosed estimate of \$30 million to \$80 million based on our current expectations on CTO procurement costs for 2024, which we expect to be offset by spot market CTO resales. For the three and six months ended March 31, 2024 June 30, 2024, we have incurred \$26.5 million \$23.5 million and \$50.0 million of CTO resale losses, which are recorded as Other (income) expense, net on the condensed consolidated statement statements of operations.

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Notes As of July 1, 2024, as further described in Note 16, we have terminated the CTO supply contract that resulted in these excess CTO volumes. As a result of the termination of this supply contract, the purchases under the CTO supply contract ended, effective June 30, 2024. Therefore, we are no longer required to purchase this excess CTO volume through 2025, and as such, we expect to end our CTO resale activity by the Condensed Consolidated Financial Statements

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and to incur no more than \$5 million in additional costs as we liquidate the excess CTO resale volumes on hand as of June 30, 2024.

The charges we currently expect to incur in connection with these actions are subject to a number of assumptions and risks, and actual results may differ materially. We may also incur other material charges not currently contemplated due to events that may occur as a result of, or in connection with, these actions.

Restructuring and Other (Income) Charges, net Reserves

The following table (*in millions*) shows a roll forward of restructuring reserves that will result in cash spending, the majority of which relate to the Performance Chemicals' repositioning.

Balance at	Change in	Cash	Balance at	Change in	Cash	Balance at
Balance at 12/31/2023 (1)	12/31/2023 (1)	Reserve (2)	Payments	Other (3)	3/31/2024 (1)	12/31/2023 (1)
\$						6/30/2024 (1)

(1) Included in "Accrued expenses" on the condensed consolidated balance sheets.

(2) Includes severance and other employee-related costs, exited leases, contract terminations and other miscellaneous exit costs. Any asset write-downs including accelerated depreciation and impairment charges are not included in the above table.

(3) Primarily foreign currency translation adjustments.

Other (income) charges, net

Alternative feedstock transition

In April 2023, we implemented the feedstock transition of our Crossett, Arkansas manufacturing plant ("Crossett"). This transition converted Crossett from a CTO-based feedstock production facility to produce fatty acids from alternative plant-based feedstocks. During the three and six months ended June 30, 2024, we incurred charges of zero. During the three and six months ended June 30, 2023, we incurred charges of \$6.6 million.

North Charleston plant transition

Our North Charleston, South Carolina Performance Chemicals manufacturing plant has historically been co-located with a WestRock Company ("WestRock") paper mill. In May 2023, WestRock announced that it would permanently cease operating its North Charleston paper mill by August 31, 2023 and notified us that it was terminating the shared services in accordance with our operating agreement. WestRock ceased production at their North Charleston paper mill in June 2023.

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During 2023, we executed a transition plan to separate certain critical operating services WestRock had historically provided to us such as steam, water and wastewater treatment. During the three and six months ended **March 31, 2024 and 2023, June 30, 2024**, we incurred charges of **\$0.5** **\$3.1** million and **zero**, **\$3.6** million, respectively. We expect to incur an additional **\$2-4** million During the three and six months ended June 30, 2023, we incurred charges of costs as we complete this transition in the first half of 2024, **\$2.9** million.

Business transformation costs

Our enterprise resource planning tool implementation and associated business transformation initiative concluded in the fourth quarter of 2023. Costs incurred, during the three and six months ended March 31, 2024 and 2023, June 30, 2024 totaled zero, and \$2.5 million during the three and six months ended June 30, 2023, of \$2.7 million and \$5.2 million, respectively.

Note 12: Income Taxes

The effective tax rates, including discrete items, were as follows:

We determine our interim tax provision using an Estimated Annual Effective Tax Rate methodology ("EAETR"). The EAETR is applied to the year-to-date ordinary income, exclusive of discrete items. The tax effects of discrete items are then included to arrive at the total reported interim tax provision.

The determination of the EAETR is based upon a number of estimates, including the estimated annual pre-tax ordinary income in each tax jurisdiction in which we operate. As our projections of ordinary income change throughout the year, the EAETR will change period-to-period. The tax effects of discrete items are recognized in the tax provision in the period they occur. Depending on various factors, such as the item's significance in relation to total income and the rate of tax applicable in the jurisdiction to which it relates, discrete items in any quarter may materially impact the reported effective tax rate. As a global enterprise, our tax expense may be impacted by changes in tax rates or laws, the finalization of tax audits and reviews, as well as other factors. As such, there may be significant volatility in interim tax provisions.

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The below table provides a reconciliation between our reported effective tax rates and the EAETR.

					Three Months Ended March 31,			Three Months Ended June 30,		
					March 31, 2024			June 30, 2024		
					Before tax			Before tax		
<i>In millions,</i> <i>except percentages</i>	<i>In millions,</i> <i>except percentages</i>									
Consolidated operations	Consolidated operations	\$	(71.9)	\$	(15.9)	22.1	22.1	%	\$	64.1
Discrete items:										
Restructuring and other (income) charges, net ⁽¹⁾										
Restructuring and other (income) charges, net ⁽¹⁾										
Restructuring and other (income) charges, net ⁽¹⁾										
Gain (loss) on strategic investments ⁽²⁾										
Gain (loss) on strategic investments ⁽²⁾										
Gain (loss) on strategic investments ⁽²⁾										
(Gain) loss on strategic investments ⁽²⁾										
(Gain) loss on strategic investments ⁽²⁾										
(Gain) loss on strategic investments ⁽²⁾										
Goodwill impairment ⁽³⁾										
Goodwill impairment ⁽³⁾										
Goodwill impairment ⁽³⁾										
Other tax only discrete items										
Other tax only discrete items										
Other tax only discrete items										
Total discrete items										
Total discrete items										
Total discrete items										
Consolidated operations, before discrete items										
Consolidated operations, before discrete items										

Consolidated operations, before discrete items						
EAETR (3)						
EAETR (3)						
EAETR (3)						
EAETR (4)						
EAETR (4)						
EAETR (4)						
					24.2	%
					33.5	%
					Six Months Ended June 30,	
					Six Months Ended June 30,	
					Six Months Ended June 30,	
					2024	
<i>In millions, except percentages</i>						
Consolidated operations	\$	(406.5)	\$	(66.8)	16.4	%
Discrete items:						
Restructuring and other (income) charges, net ⁽¹⁾						
Restructuring and other (income) charges, net ⁽¹⁾						
Restructuring and other (income) charges, net ⁽¹⁾						
(Gain) loss on strategic investments ⁽²⁾						
(Gain) loss on strategic investments ⁽²⁾						
(Gain) loss on strategic investments ⁽²⁾						
Goodwill impairment ⁽³⁾						
Goodwill impairment ⁽³⁾						
Goodwill impairment ⁽³⁾						
Other tax only discrete items						
Other tax only discrete items						
Other tax only discrete items						
Total discrete items						
Total discrete items						
Total discrete items						
Consolidated operations, before discrete items						
Consolidated operations, before discrete items						
Consolidated operations, before discrete items						
EAETR (4)						
EAETR (4)						
EAETR (4)						
					34.5	%

(1) See Note 14 for further information.

(2) See Note 4 for further information.

(3) See Note 7 for further information.

(4) Increase in EAETR for three and six months ended **March 31, 2024** June 30, 2024, as compared to **March 31, 2023** June 30, 2023, is due to an overall change in the mix of forecasted earnings in various tax jurisdictions with varying rates, most notably in the U.S. Additionally, there was a significant reduction in an elimination of the foreign-derived intangible income deduction and the addition of a minimum tax associated with the Base Erosion and Anti-Abuse Tax due to reduced significant reductions in taxable income in the U.S., which further increased the EAETR. The EAETR tax percentage shown may not precisely recalculate due to rounding.

At **March 31, 2024** June 30, 2024 and December 31, 2023, we had deferred tax assets of **\$11.0 million** \$10.5 million and \$11.1 million, respectively, resulting from certain historical net operating losses from our Brazil and China operations and U.S. state tax credits for which a valuation allowance has been established. The ultimate realization of these deferred tax assets depends on the generation of future taxable income during the periods in which these net operating losses and tax credits are available to be used. In evaluating the realizability of these deferred tax assets, we consider projected future taxable income and tax planning strategies in making our assessment. As of **March 31, 2024** June 30,

2024, we cannot objectively assert that these deferred tax assets are more likely than not to be realized and therefore we have maintained a valuation allowance. We intend to continue maintaining a valuation allowance on these deferred tax assets until there is sufficient evidence to support the reversal of all or some portion of these allowances. A release of all or a portion of the valuation allowance could be possible if we determine that sufficient positive

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evidence becomes available to allow us to reach a conclusion that the valuation allowance will no longer be needed. A release of the valuation allowance would result in the recognition of certain deferred tax assets and a reduction to income tax expense for the period the release is recorded. However, the exact timing and amount of the valuation allowance release are subject to change based on the level of profitability that we are able to actually achieve.

Pillar Two, released by the Organisation for Economic Cooperation and Development (OECD), went into effect on January 1, 2024. Pillar Two's intent is to create a 15% global minimum tax for all jurisdictions in which multinational enterprises operate. To date, ten of our reporting jurisdictions have enacted final legislation adopting Pillar Two. While we do not anticipate that this legislation will have a material impact on our tax provision or effective tax rate, we continue to monitor evolving tax legislation in the jurisdictions in which we operate. No tax impacts of Pillar Two were recorded for the quarter ending March 31, 2024 six months ended June 30, 2024.

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Note 13: Commitments and Contingencies

Legal Proceedings

On July 19, 2018, we filed suit against BASF Corporation ("BASF") in the United States District Court for the District of Delaware (the "Delaware Proceeding") alleging BASF infringed Ingevity's patent covering canister systems used in the control of automotive gasoline vapor emissions (U.S. Patent No. RE38,844) (the "844 Patent"). On February 14, 2019, BASF asserted counterclaims against us in the Delaware Proceeding, alleging two claims for violations of U.S. antitrust law (one for exclusive dealing and the other for tying) as well as a claim for tortious interference with an alleged prospective business relationship between BASF and a BASF customer (the "BASF Counterclaims"). The BASF Counterclaims relate to our enforcement of the 844 Patent and our entry into several supply agreements with customers of our fuel vapor canister honeycombs. The U.S. District Court dismissed our patent infringement claims on November 18, 2020, and the case proceeded to trial on the BASF Counterclaims in September 2021.

On September 15, 2021, a jury in the Delaware Proceeding issued a verdict in favor of BASF on the BASF Counterclaims and awarded BASF damages of approximately \$28.3 million, which trebled under U.S. antitrust law to approximately \$85.0 million. On May 18, 2023, the court in the Delaware Proceeding entered judgment on the jury's verdict, which commenced the post-trial briefing stage. On February 13, 2024, the court in the Delaware Proceeding denied BASF's motion for pre-judgment interest on its tortious interference claim as well as our motion seeking judgment as a matter of law, or a new trial in the alternative. In addition, BASF has indicated it will seek attorneys' fees and costs in amounts that they will allege and have to demonstrate at a future date. Unless the judgment is set aside, BASF will be entitled to post-judgment interest pursuant to the rate provided under federal law.

We disagree with the verdict, including the court's application of the law and entry of judgment. Therefore, on March 13, 2024, we appealed the verdict as well as the U.S. District Court's November 2020 dismissal of our patent infringement claims against BASF. Ingevity believes in the strength of its intellectual property and the merits of its position and intends to pursue all legal relief available to challenge these outcomes in the Delaware Proceeding. Final resolution of these matters could take up to 18 months.

As of March 31, 2024 June 30, 2024, nothing has occurred in the post-trial proceedings to warrant any change to our conclusions as disclosed within our 2023 Annual Report. The full amount of the trebled jury's verdict, \$85.0 million, is accrued in Other liabilities on the condensed consolidated balance sheet as of March 31, 2024 June 30, 2024 and the charge was included within Other (income) expense, net on the consolidated statement of operations for the year ended December 31, 2021. In addition, as a result of the judgment being entered on May 18, 2023, we have started accruing for post-judgment interest at the legally mandated interest rate. The amount of any liability we may ultimately incur could be more or less than the amount accrued.

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Note 14: Segment Information

	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
In millions	In millions	2024	2023	In millions	2024	2023
Net sales						
Performance Materials						
Performance Materials						
Performance Materials						
Performance Chemicals						
Advanced Polymer Technologies						
Total net sales ⁽¹⁾						
Segment EBITDA ⁽²⁾						
Segment EBITDA ⁽²⁾						
Segment EBITDA ⁽²⁾						
Performance Materials						
Performance Materials						
Performance Materials						
Performance Chemicals						
Advanced Polymer Technologies						
Total Segment EBITDA ⁽²⁾						
Interest expense, net						
(Provision) benefit for income taxes						
Depreciation and amortization - Performance Materials						
Depreciation and amortization - Performance Chemicals						
Depreciation and amortization - Advanced Polymer Technologies						
Restructuring and other income (charges), net ^{(7) (3)}						
Goodwill impairment charge ⁽⁴⁾						
Acquisition and other-related income (costs), net ⁽⁵⁾						
Acquisition and other-related income (costs), net ⁽⁴⁾⁽⁸⁾						
Acquisition and other-related income (costs), net ⁽⁴⁾⁽⁸⁾						
Acquisition and other-related income (costs), net ⁽⁴⁾⁽⁸⁾						
Loss on CTO resales ⁽⁵⁾						
Loss on CTO resales ⁽⁵⁾						
Loss on CTO resales ⁽⁵⁾						
Gain (loss) on strategic investments ⁽⁶⁾						
Inventory charges ⁽⁶⁾						
Inventory charges ⁽⁶⁾						
Inventory charges ⁽⁶⁾						
Loss on CTO resales ⁽⁷⁾						
Gain (loss) on strategic investments ⁽⁸⁾						
Net income (loss)						

(1) Relates to external customers only, all intersegment sales and related profit have been eliminated in consolidation.

(2) Segment EBITDA is the primary measure used by our chief operating decision maker ("CODM") to evaluate the performance of and allocate resources among our operating segments. Segment EBITDA is defined as segment net sales less segment operating expenses (segment operating expenses consist of costs of sales, selling, general and administrative expenses, research and technical expenses, other (income) expense, net, excluding depreciation and amortization). We have excluded the following items from segment EBITDA: interest expense associated with corporate debt facilities, interest income, income taxes, depreciation, amortization, restructuring and other income (charges), net, including inventory lower of cost or market charges associated with

restructuring actions, **goodwill impairment charge**, acquisition and other-related income (costs), **litigation verdict charges**, gain (loss) on strategic investments, loss on CTO resales, pension and postretirement settlement and curtailment income (charges), net.

(3) The table below provides an allocation of these charges between our three reportable segments to provide investors, potential investors, securities analysts and others with the information, should they choose, to apply such (income) charges to each respective reportable segment for which the charges relate.

In millions	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,		
			2024		2023		
			In millions		2024		
Performance Materials							
Performance Chemicals							
Advanced Polymer Technologies							
Restructuring and other (income) charges, net							
				2325			

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(4) The table below provides an allocation of these charges between our three reportable segments to provide investors, potential investors, securities analysts and others with the information, should they choose, to apply such (income) charges to each respective reportable segment for which the charges relate.

In millions	Three Months Ended March 31,			
	2024		2023	
Performance Materials	\$	—	\$	—
Performance Chemicals			0.3	2.7
Advanced Polymer Technologies			—	—
Acquisition and other-related (income) costs, net	\$	0.3	\$	2.7

(5) For the three and six months ended **March 31, 2024** June 30, 2024, charges relate to the Performance Chemicals reportable segment. Refer to Note 7 for more information.

(6) Charges represent (gains) losses incurred to complete and integrate acquisitions and other strategic investments. Charges may include the expensing of the inventory fair value step-up resulting from the application of purchase accounting for acquisitions and certain legal and professional fees associated with the completion of acquisitions and strategic investments. For the three and six months ended June 30, 2024 and 2023, charges relate to the Performance Chemicals reportable segment.

In millions	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Legal and professional service fees	\$ (0.2)	\$ 1.8	\$ 0.1	\$ 3.7
Acquisition-related (income) costs	\$ (0.2)	\$ 1.8	\$ 0.1	\$ 3.7
Inventory fair value step-up amortization ⁽¹⁾	—	—	—	0.8
Acquisition and other-related (income) charges	\$ (0.2)	\$ 1.8	\$ 0.1	\$ 4.5

(1) Included in Cost of sales on the condensed consolidated statements of operations.

(6) For the three and six months ended June 30, 2024, inventory charges represent lower of cost or market charges associated with the Performance Chemicals' repositioning. These charges were not allocated in the measurement of Performance Chemicals reportable segment profitability used by our CODM. Amounts are included in Cost of sales on the condensed consolidated statements of operations.

(7) For the three and six months ended June 30, 2024, charges relate to the Performance Chemicals reportable segment. Refer to Note 11 for more information.

(6) For the three months ended March 31, 2024, gain (loss) on strategic investments relates to a measurement alternative investment associated with the Performance Chemicals reportable segment.

For the three months ended March 31, 2023, gain (loss) on strategic investments relates to the Performance Materials segment. ⁽⁸⁾ We exclude gains and losses from strategic investments from our segment results, as well as our non-GAAP financial measures, because we do not consider such gains or losses to be directly associated with the operational performance of the segment. We believe that the inclusion of such gains or losses would impair the factors and trends affecting the historical financial performance of our reportable segments. We continue to include undistributed earnings or loss, distributions, amortization or accretion of basis differences, and other-than-temporary impairments for equity method investments that we believe are directly attributable to the operational performance of such investments, in our reportable segment results. Refer to Note 4, under the section: *Strategic Investments*, for more information.

(7) We regularly perform strategic reviews and assess the return on our operations, which sometimes results in a plan to restructure the business. These costs are excluded from our reportable segment results; details of which are included in the table below.

	Three Months Ended June 30,	Six Months Ended June 30,

<i>In millions</i>	2024	2023	2024	2023
Performance Materials	\$ (0.1)	\$ —	\$ (0.1)	\$ (19.2)
Performance Chemicals	—	—	4.8	—
Advanced Polymer Technologies	—	—	—	—
(Gain) loss on strategic investments	\$ (0.1)	\$ —	\$ 4.7	\$ (19.2)

<i>In millions</i>	Three Months Ended March 31,	
	2024	2023
Restructuring charges ⁽¹⁾	\$ 62.3	\$ 3.1
Other (income) charges, net ⁽¹⁾	0.5	2.5
Performance Chemicals' repositioning inventory charges ⁽²⁾	2.5	—
Restructuring and other (income) charges, net	\$ 65.3	\$ 5.6

(1) Amounts are recorded within Restructuring and other (income) charges, net on the condensed consolidated statement of operations, refer to Note 11 for more information.

(2) Amounts are recorded within Cost of sales on the condensed consolidated statement of operations, refer to Note 11 for more information.

(8) Charges represent (gains) losses incurred to complete and integrate acquisitions and other strategic investments. Charges may include the expensing of the inventory fair value step-up resulting from the application of purchase accounting for acquisitions and certain legal and professional fees associated with the completion of acquisitions and strategic investments. Note 15: Earnings (Loss) per Share

<i>In millions</i>	Three Months Ended March 31,	
	2024	2023
Legal and professional service fees	\$ 0.3	\$ 1.9
Acquisition-related (income) costs	\$ 0.3	\$ 1.9
Inventory fair value step-up amortization ⁽¹⁾	—	0.8
Acquisition and other-related (income) charges	\$ 0.3	\$ 2.7

(1) Included in Cost of sales on the condensed consolidated statement of operations.

<i>In millions (except share and per share data)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income (loss)	\$ (283.7)	\$ 35.5	\$ (339.7)	\$ 86.2
Basic and Diluted earnings (loss) per share				
Basic earnings (loss) per share	\$ (7.81)	\$ 0.98	\$ (9.36)	\$ 2.34
Diluted earnings (loss) per share	(7.81)	0.97	(9.36)	2.33
Shares (<i>in thousands</i>)				
Weighted average number of common shares outstanding - Basic	36,335	36,373	36,299	36,768
Weighted average additional shares assuming conversion of potential common shares	—	225	—	303
Shares - diluted basis ⁽¹⁾	36,335	36,598	36,299	37,071

(1) For the three and six months ended June 30, 2024, all potentially dilutive common shares were excluded from the calculation of diluted earnings (loss) per share as we had a net loss for the period.

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INGEVITY CORPORATION
Notes to the Condensed Consolidated Financial Statements
March 31, June 30, 2024
(Unaudited)

Note 15: Earnings (Loss) per Share

	Three Months Ended March 31,	
	2024	2023
in millions (except share and per share data)		
Net income (loss)	\$ (56.0)	\$ 50.7
Basic and Diluted earnings (loss) per share		
Basic earnings (loss) per share	\$ (1.54)	\$ 1.36
Diluted earnings (loss) per share	(1.54)	1.35
Shares (in thousands)		
Weighted average number of common shares outstanding - Basic	36,264	37,169
Weighted average additional shares assuming conversion of potential common shares	—	377
Shares - diluted basis ⁽¹⁾	36,264	37,546

(1) For the quarter ended March 31, 2024, all potentially dilutive common shares were excluded from the calculation of diluted earnings (loss) per share as we had a net loss for the period.

The following average number of potential common shares were antidilutive, and therefore, were not included in the diluted earnings per share calculation:

	Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	In thousands	In thousands	2024	2023	In thousands	In thousands	2024	2023	2024	2023
Average number of potential common shares - antidilutive										

Note 16: Subsequent Event

CTO Supply Contract Termination Agreement

On July 1, 2024, we entered into a termination agreement and release (the "Termination Agreement"), to terminate our long-term crude tall oil supply agreement with GP Pine Chemicals, LLC, ("Georgia-Pacific"), as amended (the "CTO Supply Agreement"), pursuant to which we were obligated to purchase and receive CTO produced by certain Georgia-Pacific facilities.

Pursuant to the Termination Agreement, as consideration for the termination of the CTO Supply Agreement, we made a cash payment to Georgia-Pacific in the amount of \$50.0 million on July 1, 2024 and agreed to make an additional cash payment to Georgia-Pacific in the amount of \$50.0 million by October 15, 2024.

Crossett, Arkansas Plant Closure

On July 31, 2024, we announced plans to transition the refining of oleo-based products manufactured for our Performance Chemicals reportable segment from our Crossett, Arkansas manufacturing plant (the "Crossett Facility") to our North Charleston, South Carolina manufacturing plant. In connection with this action, on July 29, 2024, the Board of Directors approved the closure of the Crossett Facility, as well as additional corporate and business cost reduction actions. We plan to close the Crossett Facility in August 2024 and will continue to evaluate options for the site.

We expect to realize net operational savings of approximately \$20-\$25 million per year from the closure of the Crossett Facility, as well as annual savings of approximately \$10 million from the corporate and business-related cost reduction actions. We expect to realize the full benefit of these savings beginning in 2025.

As a result of these actions, Ingevity expects to incur aggregate charges of approximately \$100 million, consisting of approximately \$65 million in asset-related charges, approximately \$10 million in severance and other employee-related costs, and approximately \$25 million in other restructuring costs, which include decommissioning, dismantling and removal charges, and contract termination costs. We expect approximately \$65 million of the total charges to be non-cash. The majority of non-cash charges and 50-60 percent of cash charges are expected to be recognized by the first half of 2025.

The charges we currently expect to incur in connection with these actions, and the timing thereof, are subject to a number of assumptions and risks, and actual results may differ materially. We may also incur other material charges not currently contemplated due to events that may occur as a result of, or in connection with, these actions.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction

Management's discussion and analysis of Ingevity Corporation's ("Ingevity," "the company," "we," "us," or "our") financial condition and results of operations ("MD&A") is provided as a supplement to the Condensed Consolidated Financial Statements and related notes included elsewhere herein to help provide an understanding of our financial condition, changes in financial condition and results of our operations. The following discussion should be read in conjunction with Ingevity's consolidated financial statements as of and for the year ended December 31, 2023, filed on February 22, 2024, with the Securities and Exchange Commission ("SEC") as part of the **Company's** company's Annual Reporting on Form 10-K ("2023 Annual Report") and the unaudited interim Condensed Consolidated Financial Statements and notes to the unaudited interim Condensed Consolidated Financial Statements, which are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

All references to notes (herein referred to as "Note") in this section refer to the notes accompanying the Condensed Consolidated Financial Statements included in Item 1 within this Form 10-Q.

Investors are cautioned that the forward-looking statements contained in this section and other parts of this Quarterly Report on Form 10-Q involve both risk and uncertainty. Several important factors could cause actual results to differ materially from those anticipated by these statements. Many of these statements are macroeconomic in nature and are, therefore, beyond the control of management. See "Cautionary Statements About Forward-Looking Statements" below and at the beginning of our 2023 Annual Report.

Cautionary Statements Regarding Forward-Looking Statements

This section and other parts of this Quarterly Report on Form 10-Q contain forward-looking statements, within the meaning of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Private Securities Litigation Reform Act of 1995 that reflect our current expectations, beliefs, plans or forecasts with respect to, among other things, future events and financial performance. Forward-looking statements are often characterized by words or phrases such as "may," "will," "could," "should," "would," "anticipate," "estimate," "expect," "outlook," "project," "intend," "plan," "believe," "target," "prospects," "potential" and "forecast," and other words, terms and phrases of similar meaning. Forward-looking statements involve estimates, expectations, projections, goals, forecasts, assumptions, risks and uncertainties. We caution readers that a forward-looking statement is not a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking statement. Such risks and uncertainties include, among others, those discussed in Part I, Item 1A. Risk Factors of our 2023 Annual Report, as well as in our unaudited Condensed Consolidated Financial Statements, related notes, and the other information appearing elsewhere in this report and our other filings with the SEC. We do not intend, and undertake no obligation, to update any of our forward-looking statements after the date of this report to reflect actual results or future events or circumstances. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. In addition to any such risks, uncertainties and other factors discussed elsewhere herein, risks, uncertainties and other factors that could cause or contribute to actual results differing materially from those expressed or implied by the forward-looking statements include, but are not limited to the following:

- the anticipated timing, charges and costs of the **Performance Chemicals** manufacturing consolidation and closure of our Crossett, Arkansas and DeRidder, Louisiana plant **plants** may differ materially from our estimates due to events that may occur as a result of, or in connection with, **the such consolidation or plant closure; closures;**
- the anticipated timing, charges and costs associated with the repositioning of our Performance Chemicals reportable segment and crude tall oil ("CTO") resales may differ materially from our estimates due to events that may occur as a result of, or in connection with, such actions;
- we may be adversely affected by general global economic, geopolitical, and financial conditions beyond our control, including inflation, the Russia-Ukraine war, and the Israel-Gaza war;
- we are exposed to risks related to our international sales and operations;
- adverse conditions in the automotive market have and may continue to negatively impact demand for our automotive carbon products;
- if more stringent air quality standards are not adopted worldwide, our growth could be impacted;
- we face competition from substitute products, new technologies, and new or emerging competitors;

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- we may be adversely affected by a decrease in government infrastructure spending;
- adverse conditions in cyclical end markets may continue to adversely affect demand for our products;

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- our Performance Chemicals segment is highly dependent on CTO, which is limited in supply and subject to price increases that have negatively impacted the business and will continue to do so if our ability to pass through such price increases remains limited;
- lack of access to raw materials upon which we depend would impact our ability to produce our products;
- the inability to make or effectively integrate future acquisitions and other investments may negatively affect our results;
- we are dependent upon third parties for the provision of certain critical operating services at several of our facilities;
- we may continue to be adversely affected by disruptions in our supply chain;
- the occurrence of natural disasters and extreme weather or other unanticipated problems such as labor difficulties (including work stoppages), equipment failure, or unscheduled maintenance and repair, which could result in operational disruptions of varied duration;
- adverse weather conditions may impact demand for certain of our road technologies products;
- we are dependent upon attracting and retaining key personnel;
- we are dependent on certain large customers;
- from time to time, we are and may be engaged in legal actions associated with our intellectual property rights;
- if we are unable to protect our intellectual property and other proprietary information, we may lose significant competitive advantage;
- information technology security breaches and other disruptions;
- complications with the implementation and operation of our new enterprise resource planning system, including higher than anticipated associated costs;
- government policies and regulations, including, but not limited to, those affecting the environment, climate change, tax policies, tariffs, the chemicals industry and subsidies or incentives that may impact key raw materials or products may adversely affect financial results; and
- losses due to lawsuits arising out of environmental damage or personal injuries associated with chemical or other manufacturing processes.

Overview

Ingevity Corporation ("Ingevity," "the company," "we," "us," or "our") provides products and technologies that purify, protect, and enhance the world around us. Through a diverse team of talented and experienced people, we develop, manufacture, and bring to market solutions that are largely renewably sourced and help customers solve complex problems while making the world more sustainable. Our products are used in a variety of demanding applications, including adhesives, agrochemicals, asphalt paving, bioplastics, coatings, elastomers, lubricants, pavement markings, oil exploration and production and automotive components. We operate in three reportable segments: Performance Materials, Performance Chemicals and Advanced Polymer Technologies.

Recent Developments and Updates

Goodwill Impairment Charge

Beginning in fiscal year 2023, we began to see depressed volumes in our industrial end markets, constraining our ability to offset the continued CTO price inflation we were experiencing, and negatively impacting earnings and cash flow outlook within our Performance Chemicals' reporting unit, particularly in our industrial specialties product line. As a result, we concluded that a triggering event occurred in the third quarter of 2023. Our third quarter 2023 impairment analysis included significant assumptions, such as the execution of several measures in 2023 to pursue greater cost efficiency, including a reorganization to streamline certain functions and reduce ongoing costs, and expectations of decreased CTO costs beginning in the second half of 2024. We concluded that no impairment was necessary as a result of that third quarter 2023 interim analysis or at our annual impairment test, dated October 1, 2023.

During the second quarter of 2024, our supplier provided new information regarding the cost of CTO for the second half of 2024, which significantly exceeded our forecasted costs, resulting in a triggering event for our Performance Chemicals' reporting unit. We performed an analysis of the reporting unit's goodwill, intangibles, and long-lived assets. Our analysis included significant assumptions such as: revenue growth rate, earnings before interest, taxes, depreciation and amortization

("EBITDA") margin, and discount rate, which are judgmental, and variations in any assumptions could result in materially different calculations of fair value.

Our analysis reassessed the expected cash flows in light of current performance and expected lack of near term recovery in our industrial specialties product line, resulting in lower volume and profitability expectations. As a result, the company concluded that the carrying amount of the Performance Chemicals' reporting unit exceeded its fair value, resulting in a non-cash goodwill impairment charge of \$349.1 million, which represents all of the goodwill within the Performance Chemicals' reportable segment. The charge was recorded within "Goodwill impairment charge" on the condensed consolidated statements of operations for the quarter ended June 30, 2024.

CTO Supply Contract Termination Agreement

On July 1, 2024, we entered into a termination agreement and release (the "Termination Agreement"), to terminate our long-term crude tall oil supply agreement with GP Pine Chemicals, LLC, ("Georgia-Pacific"), as amended (the "CTO Supply Agreement"), pursuant to which we were obligated to purchase and receive CTO produced by certain

Georgia-Pacific facilities.

Pursuant to the Termination Agreement, as consideration for the termination of the CTO Supply Agreement, we made a cash payment to Georgia-Pacific in the amount of \$50.0 million on July 1, 2024 and agreed to make an additional cash payment to Georgia-Pacific in the amount of \$50.0 million by October 15, 2024.

Performance Chemicals' Repositioning

On November 1, 2023, we announced a number of strategic actions designed to reposition our Performance Chemicals reportable segment to improve profitability and reduce the cyclical nature of the Company company as a whole. These actions increase our focus on growing our most profitable Performance Chemicals' product lines, such as road technologies, and accelerate our transition to non-crude tall oil ("CTO") non-CTO based fatty acids. This initiative will result in the reduction, and in some cases exit, of certain historical focus on reducing exposure to lower margin end-use markets of our industrial specialties product line, such as adhesives, publication inks, and oilfield, representing approximately 45 percent of our industrial specialties product line historical annualized net sales. This initiative includes included the permanent closure of our Performance Chemicals' CTO refinery and the closure of our manufacturing plant located in DeRidder, Louisiana (the "DeRidder Plant"), including the polyol production assets associated with the Advanced Polymer Technologies ("APT") reportable segment. As of March 31, 2024, all All production at the DeRidder Plant has ceased with in the APT polyol production assets being shuttered in December 2023, and the CTO refinery and other Performance Chemicals' production assets shuttered in February first quarter of 2024. The above actions are referred to as the "Performance Chemicals' repositioning." The Performance Chemicals' repositioning initiative included additional corporate and business cost reduction actions executed in November 2023.

The Performance Chemicals' repositioning, actions referenced above, when combined with other targeted workforce reduction initiatives during 2023, resulted in the reduction of Ingevity's global workforce by almost 20 percent, 25 percent of these reductions being

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employees directly associated with commercial sales activities of the soon-to-be exited and/or reduced end-use markets of our industrial specialties product line. Specific to Performance Chemicals, the reduction represented approximately 30 percent of the reportable segment's workforce.

Expected Charges

We expect to incur aggregate charges of approximately \$280 million \$250 million associated with the Performance Chemicals' repositioning, consisting repositioning. This is a reduction of approximately \$30 million from prior expectations due to lower than estimated plant cleaning costs. Total expected charges now consist of approximately \$185 million in asset-related charges, approximately \$15 million in severance and other employee-related costs, and approximately \$80 million \$50 million in other restructuring costs, including decommissioning, dismantling and removal charges, and contract termination costs. Through March 31, 2024 June 30, 2024, we have incurred \$197.6 million \$207.6 million associated with these actions, including \$180.2 million \$182.0 million of non-cash asset-related charges and \$17.4 million \$25.6 million of charges to be settled in cash. As of March 31, 2024 June 30, 2024, \$13.4 million \$21.3 million of the charges to be settled in cash have been paid. We expect approximately \$185 million of the total charges to be non-cash and \$95 million \$65 million to be settled in cash. The remainder of the non-cash and 50-60 percent of cash charges are expected to be recognized in 2024.

Inventory Charges Related to Exited End-Market Inventory

The Company believes the collective actions of workforce, operational, and regional business exits we believe will hinder our ability to dispose of the associated inventory on hand. As a result, we recorded \$19.7 million zero and \$2.5 million of non-cash, lower of cost or market, inventory charges during the three and six months ended December 31, 2023 and March 31, 2024 June 30, 2024, respectively, to adjust the carrying value of the impacted inventory to what we expect to realize upon disposal, less disposal costs. These inventory charges are recorded to Cost of sales on the condensed consolidated statement of operations. Since these inventory charges are directly attributable to the Performance Chemicals' repositioning, that is, they do not represent normal, recurring expenses necessary to operate our business, we have combined these charges with the restructuring charges noted above, and have excluded such impact from the financial results of our Performance Chemicals reportable segment. Please refer to Note 14 within the Condensed Consolidated Financial Statements for more information.

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CTO Resale Activity

Due to the The DeRidder Plant closure, and the corresponding reduced CTO refining capacity, significantly reduced our CTO volume requirements. However, we may be were obligated, under an existing CTO supply contract, to purchase CTO volumes through 2025 at amounts in excess of our required CTO volumes needed to support our current business operations. We intend to To manage our this excess inventory, we sold CTO volumes by reselling excess volumes (herein referred to as "CTO

resales") in the open market. Excluded from the estimated \$280.0 million of aggregate charges relating to the Performance Chemicals' repositioning are potential costs we may incur associated with the CTO resales which, based on what we believe to be market rates today, may result in \$50 million to \$80 million of incremental losses in 2024. This is updated from our previously disclosed estimate of \$30 million to \$80 million based on our current expectations on CTO procurement costs for 2024, which we expect to be offset by spot market CTO resales. For the three and six months ended March 31, 2024 June 30, 2024, we have incurred \$26.5 million \$23.5 million and \$50.0 million of CTO resale losses, which are recorded as Other (income) expense, net on the condensed consolidated statement statements of operations.

As of July 1, 2024, as further described in Note 16, we have terminated the CTO supply contract that resulted in these excess CTO volumes. As a result of the termination of this supply contract, the purchases under the CTO supply contract ended, effective June 30, 2024. Therefore, we are no longer required to purchase this excess CTO volume through 2025, and as such, we expect to end our CTO resale activity by the end of 2024 and to incur no more than \$5.0 million in additional costs as we liquidate the excess CTO resale volumes on hand as of June 30, 2024.

Crossett, Arkansas Plant Closure

On July 31, 2024, we announced plans to transition the refining of oleo-based products manufactured for our Performance Chemicals reportable segment from our Crossett, Arkansas manufacturing plant (the "Crossett Facility") to our North Charleston, South Carolina manufacturing plant. In connection with this action, on July 29, 2024, the Board of Directors approved the closure of the Crossett Facility, as well as additional corporate and business cost reduction actions. Ingevity plans to close the Crossett Facility in August 2024 and will continue to evaluate options for the site.

We expect to realize net operational savings of approximately \$20-\$25 million per year from the closure of the Crossett Facility, as well as annual savings of approximately \$10 million from the corporate and business-related cost reduction actions. The company expects to realize the full benefit of these savings beginning in 2025.

Expected Charges

As a result of these actions, Ingevity expects to incur aggregate charges of approximately \$100 million, consisting of approximately \$65 million in asset-related charges, approximately \$10 million in severance and other employee-related costs and approximately \$25 million in other restructuring costs, which include decommissioning, dismantling and removal charges and contract termination costs. We expect approximately \$65 million of the total charges to be non-cash. The majority of non-cash charges and 50-60 percent of cash charges are expected to be recognized by the first half of 2025.

Expected Savings and Impact, Including Crossett, Arkansas Plant Closure

The Performance Chemicals' repositioning will result in the reduction, and in some cases exit, of certain historical is focused on reducing exposure to lower margin end-use markets of our industrial specialties product line, such as adhesives, publication inks, and oilfield, representing approximately 45 percent of our industrial specialties product line historical annualized net sales. sales, and as such, we expect annualized net sales to decrease accordingly. The annualized cash savings we expect to realize from these actions are approximately \$65 million \$95 million to \$75 million \$110 million beginning in 2024. These cash savings will be derived from headcount reductions, plant operating efficiencies, and reduced supply chain costs. In addition to the cash savings, annualized depreciation and intangible amortization expense related to assets asset charges taken throughout through this initiative will decline by approximately \$10 million \$15 million and \$12 million \$17 million, respectively, of which we expect to realize approximately \$8 million \$10 million and \$10 million \$12 million in 2024, respectively.

Collectively, these savings are expected to be realized in the following financial statement captions: 70-80 percent in Cost of sales, 15-25 percent in Selling, general, and administrative expenses, and ~5 percent in Research and technical expenses, all presented on our condensed consolidated statement of operations. During the three and six months ended March 31, 2024 June 30, 2024, we realized cash savings of approximately \$20 million \$22 million and \$42 million, including \$15 million \$17 million and \$32 million in Cost of sales, \$4 million and \$8 million in Selling, general, and administrative expenses, and \$1 million and \$2 million in Research and technical expenses.

expenses, respectively.

The charges we currently expect to incur and the savings we expect to obtain in connection with these actions are subject to a number of assumptions and risks, and actual results may differ materially. We may also incur other material charges not currently contemplated due to events that may occur as a result of, or in connection with, these actions.

Measurement Alternative Investments

During the period ended March 31, 2024, the company identified a triggering event indicating that an investment being accounted for under the measurement alternative may be impaired. For the three months ended March 31, 2024, the Company recognized an impairment of \$4.8 million, recorded in Other (income) expense, net on the condensed consolidated statement of operations. 31

Results of Operations

	Three Months Ended March 31,			Three Months Ended June 30,			Six Months Ended June 30,			
	In millions	In millions	2024		2023		In millions	2024	2023	
Net sales										
Cost of sales										
Gross profit										
Selling, general, and administrative expenses										
Selling, general, and administrative expenses										
Selling, general, and administrative expenses										
Research and technical expenses										
Restructuring and other (income) charges, net										
Restructuring and other (income) charges, net										
Restructuring and other (income) charges, net										
Goodwill impairment charge										
Acquisition-related costs										
Other (income) expense, net										
Interest expense, net										
Income (loss) before income taxes										
Provision (benefit) for income taxes										
Net income (loss)										

Net sales

The table below shows the 2024 Net sales and variances from 2023:

Change vs. prior year

In millions	Change vs. prior year			In millions	Change vs. prior year			In millions	Change vs. prior year		
In millions	Prior year Net sales	Volume	Currency effect	In millions	Current year Net Sales	Prior year Net sales	Volume	In millions	Current year Net Sales	Price/Mix	Currency effect
Three months ended March 31, 2024 vs. 2023											
Three months ended March 31, 2024 vs. 2023											
Three months ended March 31, 2024 vs. 2023											
Three months ended June 30, 2024 vs. 2023											
Six months ended June 30, 2024 vs. 2023											

Three Months Ended March 31, 2024 vs. 2023 Q2 2024 Performance Summary

The Net sales decrease of \$52.5 million in 2024 was driven primarily by our the Performance Chemicals' industrial specialties product line due to repositioning actions which included a manufacturing plant closure the focus on reducing exposure to lower margin end-use markets and exit from certain low margin end markets. therefore reduced sales during the quarter by approximately \$78 million. Also contributing to the lower sales were was unfavorable weather in North America impacting our road technologies product line and continued weakness in China and certain industrial end markets that negatively impacted sales in our Advanced Polymer Technologies ("APT") reportable segment and industrial specialties product line, slightly offset by a three an increase in our Performance Materials reportable segment.

Volume Three Months Ended June 30, 2024 vs. 2023

The Net sales decrease of \$91.2 million in 2024 was driven by volume declines of \$86.2 million (18 percent), primarily in our Performance Chemicals industrial specialties and road technologies product lines. Unfavorable pricing and sales composition (mix) of \$1.6 million (zero percent) and unfavorable foreign currency exchange of \$3.4 million (one percent) also contributed to the decline in Net sales.

Six Months Ended June 30, 2024 vs. 2023

The Net sales decrease of \$143.7 million in 2024 was driven by volume declines of \$131.2 million (15 percent), primarily in our Performance Chemicals industrial specialties product line and our APT reportable segment drove the combined volume decline of \$45.0 million (11 percent) segment. Unfavorable pricing and sales composition (mix) of \$4.0 million \$5.7 million (one percent) and unfavorable foreign currency exchange of \$3.5 million \$6.8 million (one percent) also contributed to the decline in Net sales.

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Gross Profit

Three Months Ended March 31, 2024 June 30, 2024 vs. 2023

Gross profit decrease of \$30.7 million \$29.8 million was driven primarily by unfavorable sales volume of \$16.1 million \$24.6 million in our Performance Chemicals industrial specialties product line. The decrease was further driven by unfavorable pricing and sales composition (mix) of \$3.1 million, primarily within our APT reportable segment, unfavorable foreign currency exchange of \$1.9 million, and increased manufacturing costs of \$7.4 million (which \$0.2 million. Gross profit includes the realized savings of \$15 million \$17.0 million from the Performance Chemicals repositioning actions initiated in 2023) due 2023. Refer to the Segment Operating Results section included within this MD&A for more information on the drivers to the changes in gross profit period over period for all segments.

Six Months Ended June 30, 2024 vs. 2023

Gross profit decrease of \$60.5 million was driven primarily to significant CTO raw material cost pressure within by unfavorable sales volume of \$40.7 million in our Performance Chemicals industrial specialties product line and our APT reportable segment, and increased manufacturing costs of \$8.5 million. The decrease was further driven by unfavorable pricing and sales composition (mix) of \$4.3 million \$7.4 million primarily driven by within our APT reportable segment, Performance Chemicals' repositioning actions which lead to inventory charges of \$2.5 million, and unfavorable foreign currency exchange of \$0.4 million \$3.9 million. Gross profit includes the realized savings of \$32.0 million from the Performance Chemicals repositioning actions initiated in 2023. Refer to the Segment Operating Results section included within this MD&A for more information on the drivers to the changes in gross profit period over period for all segments.

Selling, general and administrative expenses

Three Months Ended March 31, 2024 June 30, 2024 vs. 2023

Selling, general and administrative expenses ("SG&A") were \$47.2 million (14 \$41.4 million (11 percent of Net sales) and \$48.6 million (12 \$51.7 million (11 percent of Net sales) for the three months ended March 31, 2024 June 30, 2024 and 2023, respectively. Overall, SG&A decreased by approximately \$4.0 million or 10 percent due to cost savings initiatives implemented last year and \$6.3 million due to decreased spending on commercial activities.

Six Months Ended June 30, 2024 vs. 2023

SG&A was \$88.6 million (12 percent of Net sales) and \$100.3 million (11 percent of Net sales) for the six months ended June 30, 2024 and 2023, respectively. SG&A as a percentage of Net sales increased due to lower sales. Overall, SG&A decreased by approximately \$4 million \$8.0 million or 89 percent due to cost savings initiatives implemented last year offset by higher and \$3.7 million due to decreased spending of \$2.6 million on commercial activities.

Research and technical expenses

Three Months Ended March 31, 2024 June 30, 2024 vs. 2023

Research and technical expenses as a percentage of Net sales remained relatively consistent period over period, decreasing increasing to 2.0 1.9 percent from 2.2 1.7 percent for the three months ended March 31, 2024 June 30, 2024 and 2023, respectively. Included in the \$2.0 million decrease is Research and technical expense as a percentage of Net sales increased due to lower sales. Overall, Research and technical expense decreased by \$0.7 million, which included approximately \$1 million \$1.0 million realized from cost savings initiatives implemented last year.

Six Months Ended June 30, 2024 vs. 2023

Research and technical expenses as a percentage of Net sales remained consistent period over period, at 1.9 percent and 1.9 percent for the six months ended June 30, 2024 and 2023, respectively. Included in the overall \$2.7 million decrease is approximately \$2.0 million realized from cost savings initiatives implemented last year.

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Restructuring and other (income) charges, net

Three and Six Months Ended March 31, 2024 June 30, 2024 vs. 2023

Restructuring

In millions	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Work force reductions and other	\$ —	\$ 7.0	\$ —	\$ 10.1
Performance Chemicals' repositioning	10.0	—	72.3	—
Restructuring charges ⁽¹⁾	\$ 10.0	\$ 7.0	\$ 72.3	\$ 10.1
Alternative feedstock transition	—	6.6	—	6.6
North Charleston plant transition	3.1	2.9	3.6	2.9
Business transformation costs	—	2.7	—	5.2
Other (income) charges, net ⁽¹⁾	\$ 3.1	\$ 12.2	\$ 3.6	\$ 14.7
Restructuring and other (income) charges, net ⁽²⁾	<u>\$ 13.1</u>	<u>\$ 19.2</u>	<u>\$ 75.9</u>	<u>\$ 24.8</u>

(1) See Note 11 for more information.

Goodwill impairment charge

Three and other (income) charges, net were \$62.8 million and \$5.6 million Six Months Ended June 30, 2024 vs. 2023

Goodwill impairment charge of \$349.1 million for the three and six months ended March 31, 2024 and 2023, respectively. Asset disposal charges increased \$55.0 million, other restructuring charges increased \$5.1 million, and costs associated with the North Charleston plant transition were \$0.5 million, all for the three months ended March 31, 2024. The increase was partially offset by a \$2.5 million decrease related to June 30, 2024 within our business transformation initiative and decreased severance and other employee-related costs of \$0.9 million. Performance Chemicals reportable segment. See Note 11 within the Condensed Consolidated Financial Statements 7 for more information.

Acquisition-related costs

Three and Six Months Ended March 31, 2024 June 30, 2024 vs. 2023

Acquisition-related (income) costs were \$0.3 million \$(0.2) million and \$1.9 million \$0.1 million for the three and six months ended March 31, 2024 June 30, 2024, and 2023, \$1.8 million and \$3.7 million three and six months ended June 30, 2023, respectively. All charges relate to the integration of Ozark Materials into our Performance Chemicals segment.

Other (income) expense, net

Three and Six Months Ended March 31, 2024 June 30, 2024 vs. 2023

In millions	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	In millions	2024	2023	In millions	2024	2023
		2024			2024	2023
Foreign currency transaction (gain) loss						
Gain (loss) on strategic investments ⁽¹⁾						
Loss on CTO resales ⁽²⁾						
Other (income) expense, net						
Total Other (income) expense, net						

(1) See Note 4 within the Condensed Consolidated Financial Statements for more information.

(2) See Notes 11 and 14 for more information.

(2) See Note 11 and 14 within the Condensed Consolidated Financial Statements for more information.

Interest expense, net

Three and Six Months Ended March 31, 2024 June 30, 2024 vs. 2023

In millions	Three Months Ended March 31,			Three Months Ended June 30,			Six Months Ended June 30,		
	2024		2023	2024		2023	2024		2023
	Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended March 31,	Three Months Ended June 30,	2023	Three Months Ended June 30,	2024	2023	2023
Accounts receivable securitization ⁽¹⁾									
Finance lease obligations									
Litigation related interest expense ⁽²⁾									
Revolving Credit Facility and other lines of credit ⁽¹⁾									
Senior notes ⁽¹⁾									
Other interest (income) expense, net									
Other interest (income) expense, net									
Other interest (income) expense, net									
Total Interest expense, net									

(1) See Note 9 within the Condensed Consolidated Financial Statements for more information.

(2) See Note 13 within the Condensed Consolidated Financial Statements for more information.

Provision (benefit) for income taxes

Three and Six Months Ended March 31, 2024 June 30, 2024 vs. 2023

For the three months ended **March 31, 2024 June 30, 2024** and 2023, our effective tax rate was **22.1** 15.2 percent and **20.9** 25.6 percent, respectively. Excluding discrete items, the effective rate was **24.2** 33.5 percent compared to **22.8** 23.8 percent in the three months ended **March 31, 2024 June 30, 2024** and 2023, respectively. See Note 12 within the Condensed Consolidated Financial Statements for more information.

For the six months ended June 30, 2024 and 2023, our effective tax rate was 16.4 percent and 22.9 percent, respectively. Excluding discrete items, the effective rate was 34.5 percent compared to 23.3 percent in the six months ended June 30, 2024 and 2023, respectively. See Note 12 for more information.

Segment Operating Results

In addition to the information discussed above, the following sections discuss the results of operations for all of Ingevity's reportable segments. Our segments are (i) Performance Materials, (ii) Performance Chemicals and (iii) Advanced Polymer Technologies. Segment Earnings before Interest, Taxes, Depreciation and Amortization ("EBITDA") is the primary measure used by the Company's chief operating decision maker to evaluate the performance of and allocate resources among our operating segments. Segment EBITDA is defined as segment net sales less segment operating expenses (segment operating expenses consist of costs of sales, selling, general and administrative expenses, research and technical expenses, other (income) expense, net, excluding depreciation and amortization). We have excluded the following items from segment EBITDA: interest expense associated with corporate debt facilities, interest income, income taxes, depreciation, amortization, restructuring and other income (charges), net, including inventory lower of cost or market charges associated with restructuring actions, goodwill impairment charge, acquisition and other-related income (costs), litigation verdict charges, gain (loss) on strategic investments, loss on CTO resales, and pension and postretirement settlement and curtailment income (charges), net.

In general, the accounting policies of the segments are the same as those described in the Summary of Significant Accounting Policies in the Annual Consolidated Financial Statements included in our 2023 Annual Report.

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Performance Materials

Q2 2024 Performance Summary

Net sales in our Performance Materials reportable segment increased **three** nine percent compared to the prior year quarter as a result of increased pricing and automotive carbon volumes. Segment EBITDA increased **\$8.2 million** \$18.0 million or almost 12.28 percent primarily due to lower input costs such as energy and certain raw materials as well

as a series of operational efficiencies that improved plant throughput.

In millions	Three Months Ended March 31,			Three Months Ended June 30,			Six Months Ended June 30,		
	In millions	2024	2023	In millions	In millions	2024	2023	2024	2023
Total Performance Materials - Net sales									
Total Performance Materials - Net sales									
Total Performance Materials - Net sales									
Segment EBITDA									

Net Sales Comparison of Three and Six Months Ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023:

In millions	Change vs. prior year				Current year Net sales
	Prior year Net sales	Volume	Price/Mix	Currency effect	
Performance Materials (In millions)					
Three months ended March 31, 2024 vs. 2023	\$ 141.4	2.2	3.9	(2.4)	\$ 145.1
In millions	Change vs. prior year				Current year Net sales
	Prior year Net sales	Volume	Price/Mix	Currency effect	
Three months ended June 30, 2024 vs. 2023	\$ 144.6	8.3	6.3	(2.0)	\$ 157.2
Six months ended June 30, 2024 vs. 2023	\$ 286.0	10.5	10.2	(4.4)	\$ 302.3

Three Months Ended March 31, 2024 June 30, 2024 vs. 2023

Segment net sales. The increase of \$3.7 million \$12.6 million in 2024 was driven by a volume increase of \$8.3 million (six percent) and favorable pricing and sales composition (mix) of \$3.9 million (three percent) and a volume increase of \$2.2 million (two) \$6.3 million (four percent). The increase was partially offset by unfavorable foreign currency exchange of \$2.4 million (two) \$2.0 million (one percent).

Segment EBITDA. The increase of \$8.2 million \$18.0 million in 2024 was driven by the increase in sales as noted above, decreased manufacturing costs of \$7.0 million \$6.9 million, favorable pricing and sales composition (mix) of \$3.9 million \$4.8 million, and a volume increase of \$1.4 million \$4.7 million, and favorable foreign currency exchange of \$1.7 million. The increase was partially offset by increased SG&A and research and technical expenses of \$2.7 million, \$0.1 million.

Six Months Ended June 30, 2024 vs. 2023

Segment net sales. The increase of \$16.3 million in 2024 was driven by a volume increase of \$10.5 million (four percent) and favorable pricing and sales composition (mix) of \$10.2 million (four percent). The increase was partially offset by unfavorable foreign currency exchange of \$1.4 million \$4.4 million (two percent).

Segment EBITDA. The increase of \$26.2 million in 2024 was driven by the increase in sales as noted above, decreased manufacturing costs of \$13.9 million, favorable pricing and sales composition (mix) of \$8.7 million, a volume increase of \$6.1 million, and favorable foreign currency exchange of \$0.3 million. The increase was partially offset by increased SG&A and research and technical expenses of \$2.8 million.

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Performance Chemicals

Q2 2024 Performance Summary

Net sales in our Performance Chemicals reportable segment decreased 21.35 percent compared to the prior year quarter. The road technologies product line net sales were flat compared to last year. decrease of \$11.8 million was primarily driven by weather related delays. The industrial specialties product line net sales decrease of \$86.7 million was primarily driven by lower volume volumes as a result of exiting the focus on reducing exposure to lower margin end-use markets as part of the Performance Chemicals' repositioning, which resulted in reduced sales of approximately \$78 million, as well as lower market demand continued weakness in certain industrial end markets such as lubricants and rubber markets.

Contributing to the decline in Segment EBITDA was higher CTO spend, which nearly doubled from last year, and unfavorable plant throughput due to continued weakness in industrial demand, which negatively impacted utilization rates at both our North Charleston, South Carolina and Crossett, Arkansas manufacturing sites. Slightly offsetting these

elevated costs were cost savings realized during the quarter as a result of due to the Performance Chemicals' repositioning.

In millions	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,		2024	2023		
	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,					
	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,					
In millions	In millions	2024	2023	In millions	2024	2023				
Total Performance Chemicals - Net sales				Total Performance Chemicals - Net sales						
Total Performance Chemicals - Net sales				Total Performance Chemicals - Net sales						
Total Performance Chemicals - Net sales										
<i>Road Technologies product line</i>										
<i>Industrial Specialties product line</i>										
Segment EBITDA										
<u>Net Sales Comparison of Three and Six Months Ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023:</u>										
<u>Change vs. prior year</u>										
Performance Chemicals (in millions)										
Three months ended March 31, 2024 vs. 2023		\$ 185.6		Prior year Net sales	Volume	Price/Mix	Currency effect	Current year Net Sales		
					(35.5)	(2.8)	(0.3)	\$ 147.0		

In millions	Prior year Net sales	Change vs. prior year				Sales
		Volume	Price/Mix	Currency effect	Current year Net	
Three months ended June 30, 2024 vs. 2023	\$ 284.0	(96.9)	(1.3)	(0.3)	\$ 185.5	
<i>Road Technologies product line</i>	140.9	(15.9)	4.2	(0.1)	129.1	
<i>Industrial Specialties product line</i>	143.1	(81.0)	(5.5)	(0.2)	56.4	
Six months ended June 30, 2024 vs. 2023	\$ 469.6	(132.4)	(4.2)	(0.5)	\$ 332.5	
<i>Road Technologies product line</i>	186.7	(18.1)	6.4	(0.2)	174.8	
<i>Industrial Specialties product line</i>	282.9	(114.3)	(10.6)	(0.3)	157.7	

Three Months Ended March 31, 2024 June 30, 2024 vs. 2023

Segment net sales. The decrease of \$38.6 million \$98.5 million was driven by a volume decrease of \$35.5 million (19 \$96.9 million (34 percent), driven by as a result of a decrease in industrial specialties (\$33.3 \$81.0 million) and road technologies (\$2.2 \$15.9 million), unfavorable pricing and sales composition (mix) of \$2.8 million (two \$1.3 million (zero percent), attributed attributable to a decrease in industrial specialties (\$5.0 \$5.5 million), partially offset by an increase in road technologies (\$2.2 \$4.2 million), and unfavorable foreign currency exchange of \$0.3 million (zero percent).

Segment EBITDA. The decrease of \$30.9 million \$35.6 million was driven by a volume decrease of \$30.3 million, higher manufacturing costs of \$20.2 million \$10.1 million, primarily due to increased CTO cost, a volume decrease of \$12.8 million, unfavorable pricing and sales composition (mix) of \$2.8 million \$1.3 million, and unfavorable foreign currency exchange of \$0.6 million \$0.5 million. The decrease was partially offset by lower SG&A of \$5.5 million \$6.6 million, which benefited from the Performance Chemicals' repositioning and cost saving initiatives implemented in 2023.

Six Months Ended June 30, 2024 vs. 2023

Segment net sales. The decrease of \$137.1 million was driven by a volume decrease of \$132.4 million (28 percent), as a result of a decrease in industrial specialties (\$114.3 million) and road technologies (\$18.1 million), unfavorable pricing and sales composition (mix) of \$4.2 million (one percent), attributable to a decrease in industrial specialties (\$10.6 million), partially offset by an increase in road technologies (\$6.4 million), and unfavorable foreign currency exchange of \$0.5 million (zero percent).

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Segment EBITDA. The decrease of \$66.5 million was driven by a volume decrease of \$43.1 million, higher manufacturing costs of \$30.4 million, primarily due to increased CTO cost, unfavorable pricing and sales composition (mix) of \$4.1 million, and unfavorable foreign currency exchange of \$0.9 million. The decrease was partially offset by lower

SG&A of \$12.0 million, which benefited from the Performance Chemicals' repositioning and cost saving initiatives implemented in 2023.

Advanced Polymer Technologies

Q2 2024 Performance Summary

Net sales in our Advanced Polymer Technologies reportable segment decreased 27.10 percent compared to the prior year quarter due primarily to lower as higher volumes which we attribute to the continued global demand weakness in many of the segment's end-markets, were offset by reduced pricing.

Segment EBITDA decreased primarily due to lower volumes and price primarily in Asia, partially offset by lower input costs and benefits from the cost savings actions implemented last year.

In millions	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	In millions	2024	In millions	2024	In millions	2024
Total Advanced Polymer Technologies - Net sales						

Segment EBITDA

Net Sales Comparison of Three and Six Months Ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023:

In millions	Change vs. prior year					Current year Net sales
	Prior year Net sales	Volume	Price/Mix	Currency effect		
Advanced Polymer Technologies (In millions)						
Three months ended March 31, 2024 vs. 2023	\$ 65.6	(11.7)	(5.1)	(0.8)	\$ 48.0	
In millions	Change vs. prior year					Current year Net sales
	Prior year Net sales	Volume	Price/Mix	Currency effect		
	Three months ended June 30, 2024 vs. 2023	\$ 53.2	2.4	(6.6)	(1.1)	\$ 47.9
Six months ended June 30, 2024 vs. 2023	\$ 118.8	(9.3)	(11.7)	(1.9)	\$ 95.9	

Three Months Ended March 31, 2024 June 30, 2024 vs. 2023

Segment net sales. The decrease of \$17.6 million \$5.3 million in 2024 was driven by a volume decline of \$11.7 million (18 percent), unfavorable pricing and sales composition (mix) of \$5.1 million (eight percent), and unfavorable foreign currency exchange of \$0.8 million (one percent).

Segment EBITDA. The decrease of \$4.3 million was driven by unfavorable pricing and sales composition (mix) of \$5.4 million, a volume decline of \$4.7 million \$6.6 million (12 percent) and unfavorable foreign currency exchange of \$0.4 million \$1.1 million (two percent), partially offset by a volume increase of \$2.4 million (five percent).

Segment EBITDA. The decrease of \$1.8 million was driven by unfavorable pricing and sales composition (mix) of \$6.6 million, partially offset by decreased manufacturing costs of \$2.9 million, a volume increase of \$1.0 million, decreased SG&A of \$0.7 million, and favorable foreign currency exchange of \$0.2 million.

Six Months Ended June 30, 2024 vs. 2023

Segment net sales. The decrease of \$22.9 million in 2024 was driven by unfavorable pricing and sales composition (mix) of \$11.7 million (10 percent), a volume decline of \$9.3 million (eight percent), and unfavorable foreign currency exchange of \$1.9 million (two percent).

Segment EBITDA. The decrease of \$6.1 million was driven by unfavorable pricing and sales composition (mix) of \$12.0 million, a volume decline of \$3.7 million, and unfavorable foreign currency exchange of \$0.2 million. The decrease was partially offset by decreased manufacturing costs of \$5.3 million \$8.2 million and decreased SG&A expenses of \$0.9 million \$1.6 million.

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Use of Non-GAAP Financial Measure - Adjusted EBITDA

Ingevity has presented the financial measure, Adjusted EBITDA, defined below, which has not been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and has provided a reconciliation to net income, the most directly comparable financial measure calculated in accordance with GAAP. Adjusted EBITDA is not meant to be considered in isolation nor as a substitute for the most directly comparable financial measure calculated in accordance with GAAP. Adjusted EBITDA is utilized by management as a measure of profitability.

We believe this non-GAAP financial measure provides management as well as investors, potential investors, securities analysts, and others with useful information to evaluate the performance of the business, because such measure, when viewed together with our financial results computed in accordance with GAAP, provides a more complete understanding of the factors and trends affecting our historical financial performance and projected future results. We believe Adjusted EBITDA is a useful measure because it excludes the effects of financing and investment activities as well as non-operating activities.

Adjusted EBITDA is defined as net income (loss) plus interest expense, net, provision (benefit) for income taxes, depreciation, amortization, restructuring and other (income) charges, net, **including inventory lower of cost or market charges associated with restructuring actions, goodwill impairment charge, acquisition and other-related (income) costs, litigation verdict charges, (loss) gain on strategic investments, loss on CTO resales, and pension and postretirement settlement and curtailment (income) charges, net.**

This non-GAAP measure is not intended to replace the presentation of financial results in accordance with GAAP and investors should consider the limitations associated with these non-GAAP measures, including the potential lack of comparability of these measures from one company to another. A reconciliation of Adjusted EBITDA to net income is set forth within this section.

Reconciliation of Net Income (Loss) to Adjusted EBITDA

Reconciliation of Net Income (Loss) to Adjusted EBITDA

In millions	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	In millions	2024	2023	In millions	2024	2023
Net income (loss) (GAAP)						
Interest expense, net						
Provision (benefit) for income taxes						
Depreciation and amortization - Performance Materials						
Depreciation and amortization - Performance Chemicals						
Depreciation and amortization - Advanced Polymer Technologies						
Restructuring and other (income) charges, net ⁽¹⁾						
Acquisition and other-related (income) costs, net ⁽²⁾						
Loss on CTO resales ⁽³⁾						
(Gain) loss on strategic investments ⁽⁴⁾						
Goodwill impairment charge ⁽²⁾						
Acquisition and other-related (income) costs, net ⁽³⁾						
Loss on CTO resales ⁽⁴⁾						
(Gain) loss on strategic investments ⁽⁵⁾						
Adjusted EBITDA (Non-GAAP)						

(1) We regularly perform strategic reviews and assess the return on our operations, which sometimes results in a plan to restructure the business. These costs are excluded from our reportable segment results and for the purposes of calculating our non-GAAP financial performance measures. Additionally, this adjustment includes \$2.5 million of inventory charges recorded in cost of sales on our condensed consolidated statement of operations, associated with the repositioning of our Performance Chemicals segment in the three months ended March 31, 2024. Refer to Note 11 within the Condensed Consolidated Financial Statements for more information.

(2) Refer to Note 7 for more information.

(3) Charges represent costs incurred to complete and integrate acquisitions and other strategic investments and include the expensing of the inventory fair value step-up resulting from the application of purchase accounting for acquisitions and certain legal and professional fees associated with the completion of acquisitions and strategic investments.

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(4) Due to the DeRidder Plant closure, as noted in footnote 1 above, and the corresponding reduced CTO refining capacity, we may be obligated, under an existing CTO supply contract, to purchase CTO through 2025 at amounts in excess of required CTO volumes. We intend As of July 1, 2024, we have terminated the CTO supply contract that resulted in these excess CTO volumes. As a result of the termination of this contract the purchases under the CTO supply contract ended, effective June 30, 2024. Therefore, we are no longer required to manage purchase this excess CTO volume through 2025, and as such, we expect to end our CTO volumes resale activity by reselling excess volumes (herein referred to as "CTO resales") in the open market end of 2024. Since these CTO resale activities are directly attributable to the Performance Chemicals' repositioning, that is, they do not represent normal, recurring expenses necessary to operate our business, we have excluded the CTO resale (income) charges for the purposes of calculating our non-GAAP financial performance measures. For the three and six months ended March 31, 2024 June 30, 2024, the loss on CTO resales relates to the Performance Chemicals segment. Refer to Note 11 to the Condensed Consolidated Financial Statements for more information.

(4) (5) We exclude gains and losses from strategic investments from our segment results, as well as our non-GAAP financial measures, because we do not consider such gains or losses to be directly associated with the operational performance of the segment. We believe that the inclusion of such gains or losses, would impair the factors and trends affecting the historical financial performance of our reportable segments. We continue to include undistributed earnings or loss, distributions, amortization or accretion of basis differences, and other-than-temporary impairments for equity method investments that we believe are directly attributable to the operational performance of such investments, in our reportable segment results. Refer to Note 4 to the Condensed Consolidated Financial Statements for more information.

Revision to Previously Reported Adjusted EBITDA (Non-GAAP)

We revised our March 31, 2024 non-GAAP Adjusted EBITDA calculation to remove previous adjustments of \$2.5 million related to inventory lower of cost or market charges associated with the Company's Performance Chemicals' repositioning actions. This change was made to address a request from the Securities and Exchange Commission to revise future filings to no longer exclude these adjustments from non-GAAP performance measures. The following table presents the three months ended March 31, 2024 as previously reported and as revised.

Reconciliation of Net Income (Loss) to Adjusted EBITDA

In millions	Three Months Ended March 31, 2024	
	As previously reported	As revised
Net income (loss) (GAAP)	\$ (56.0)	\$ (56.0)
Provision (benefit) for income taxes	(15.9)	(15.9)
Interest expense, net	22.3	22.3
Depreciation and amortization - Performance Materials	9.6	9.6
Depreciation and amortization - Performance Chemicals	12.4	12.4
Depreciation and amortization - Advanced Polymer Technologies	7.6	7.6
Restructuring and other (income) charges, net	65.3	62.8
Acquisition and other-related (income) costs	0.3	0.3
Loss on CTO resales	26.5	26.5
(Gain) loss on strategic investments	4.8	4.8
Adjusted EBITDA (Non-GAAP)	\$ 76.9	\$ 74.4

Adjusted EBITDA

Three and Six Months Ended March 31, 2024 June 30, 2024 vs. 2023

The factors that impacted adjusted EBITDA period to period are the same factors that affected earnings discussed in the Results of Operations and Segment Operating Results sections included within this MD&A.

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Current Full Year Company Outlook vs. Prior Year

Net sales are expected to be between \$1.40 billion and \$1.55 billion \$1.50 billion for 2024. We expect growth in our Performance Materials reportable segment on improved global hybrid automotive production over the prior year. While our and lower than anticipated Battery Electric Vehicle penetration. The Performance Chemicals reportable segment revenue will reflect the impact of our Performance Chemicals repositioning including the exit of certain low-margin businesses in our to improve profitability by focusing on higher margin end markets, as well as continued weak industrial specialties product line, we demand. We expect continued growth from our road technologies product line due revenue to grow through technology adoption and continued geographic expansion. Our Advanced Polymer Technologies reportable segment is expected anticipates revenues flat to see demand rebound prior year; market improvements in Europe are mostly offset by a challenging China economy and industrial markets in the second half of the year. demand.

Adjusted EBITDA is expected to be between \$365 million \$350 million and \$390 million \$360 million for 2024. We expect growth in our Performance Materials segment EBITDA, as volumes shift to higher-margin automotive carbon due to improved global automotive production and ongoing hybrid vehicle adoption. In Performance Chemicals, we will have less exposure to certain lower-margin end markets from our industrial specialties product line due to the repositioning of the segment, and we expect to see continued growth in our road technologies product line which improves the margin profile for the segment. Performance Chemicals will continue to be impacted by elevated CTO costs which we expect to trend lower in and the second half of the year. slow industrial market recovery. We anticipate improved Advanced Polymer Technologies segment EBITDA on a combination of increased volumes and will be flat vs prior year as favorable manufacturing throughput, input costs offset lower prices.

A reconciliation of net income to adjusted EBITDA as projected for 2024 is not provided. Ingevity does not forecast net income as it cannot, without unreasonable effort, estimate or predict with certainty various components of net income. These components, net of tax, include further restructuring and other income (charges), net; additional acquisition and other-related income (costs); litigation verdict charges; additional pension and postretirement settlement and curtailment (income) charges; and revisions due to legislative tax rate changes. Additionally, discrete tax items could drive variability in our projected effective tax rate. All of these components could significantly impact such financial

measures. Further, in the future, other items with similar characteristics to those currently included in adjusted EBITDA, that have a similar impact on comparability of periods, and which are not known at this time, may exist and impact adjusted EBITDA.

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Liquidity and Capital Resources

The primary source of liquidity for our business is the cash flow provided by operating activities. We expect our cash flow provided by operations combined with cash on hand and available capacity under our revolving credit facility to be sufficient to fund our planned operations and meet our interest and other contractual obligations for at least the next twelve months. As of **March 31, 2024** **June 30, 2024**, our undrawn capacity under our revolving credit facility was **\$233.5 million** **\$241.7 million**. Over the next twelve months, we expect to fund the following: interest payments, capital expenditures, debt principal repayments, income tax payments, purchases pursuant to our stock repurchase program (and related excise tax payments), income tax payments, additional spending associated with our Performance Materials' intellectual property litigation, and restructuring activities such as the North Charleston plant transition, and the repositioning of our Performance Chemicals operating reportable segment as further described within Note 11, to and consideration for the Condensed Consolidated Financial Statements included termination of the CTO Supply Agreement further described within this Form 10-Q, Note 16. In addition, we may also evaluate and consider strategic acquisitions, joint ventures, or other transactions to create stockholder value and enhance financial performance. In connection with such transactions, or to fund other anticipated uses of cash, we may modify our existing revolving credit facility, redeem all or part of our outstanding senior notes, seek additional debt financing, issue equity securities, or some combination thereof.

Cash and cash equivalents totaled **\$88.5 million** **\$107.4 million** at **March 31, 2024** **June 30, 2024**. We continuously monitor deposit concentrations and the credit quality of the financial institutions that hold our cash and cash equivalents, as well as the credit quality of our insurance providers, customers, and key suppliers.

Due to the global nature of our operations, a portion of our cash is held outside the U.S. The cash and cash equivalents balance at **March 31, 2024** **June 30, 2024**, included **\$84.9 million** **\$97.9 million** held by our foreign subsidiaries. Cash and earnings of our foreign subsidiaries are generally used to finance our foreign operations and their capital expenditures. We believe that our foreign holdings of cash will not have a material adverse impact on our U.S. liquidity. If these earnings were distributed, such amounts would could be subject to U.S. federal income tax at the statutory rate less the available foreign tax credits, if any, and would could potentially be subject to withholding taxes in the various jurisdictions. The potential tax implications of the repatriation of unremitting earnings are driven by facts at the time of distribution, therefore, it is not practicable to estimate the income tax liabilities that might be incurred if such cash and earnings were repatriated to the U.S. Management does not currently expect to repatriate cash earnings from our foreign operations in order to fund U.S. operations.

Debt and Finance Lease Obligations

Refer to Note 9 to the Condensed Consolidated Financial Statements included within this Form 10-Q for a summary of our outstanding debt obligations and revolving credit facility.

Other Potential Liquidity Needs

Share Repurchases

On July 25, 2022, our Board of Directors authorized the repurchase of up to \$500.0 million of our common stock (the "2022 Authorization"), and rescinded the prior outstanding repurchase authorization with respect to the shares that remained unused under the prior authorization. Shares under the 2022 Authorization may be purchased through open market or privately negotiated transactions at the discretion of management based on its evaluation of market prevailing conditions and other factors, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Securities Exchange Act.

During the three and six months ended **March 31, 2024** and **2023**, **June 30, 2024**, we repurchased **zero** **no** common stock. At **June 30, 2024**, **\$353.4 million** remained unused under the 2022 Authorization.

During the three and **\$33.4 million** six months ended **June 30, 2023**, we repurchased **\$58.7 million**, inclusive of **\$0.2 million** **\$0.6 million** excise tax, and **\$92.1 million**, inclusive of **\$0.8 million** excise tax, in common stock, representing **zero** **819,898** and **449,475** **1,269,373** shares of our common stock at a weighted average cost per share of **zero** **\$70.87** and **\$73.86**, **\$71.93**, respectively. At **March 31, 2024**, **\$353.4 million** remained unused under the 2022 Authorization.

Capital Expenditures

Projected 2024 capital expenditures are **\$90** **-\$110** **100** million. We have no material commitments associated with these projected capital expenditures as of **March 31**, **June 30, 2024**.

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Cash flow comparison of the Three Six Months Ended March 31, 2024 June 30, 2024 and 2023

In millions	Three Months Ended March 31,		Six Months Ended June 30,	
	In millions	2024	In millions	2024
Net cash provided by (used in) operating activities				
Net cash provided by (used in) investing activities				
Net cash provided by (used in) financing activities				

Cash flows provided by (used in) operating activities

Cash flows used in operating activities, which consists of net income (loss) adjusted for non-cash items including the cash impact from changes in operating assets and liabilities (i.e., working capital), totaled \$12.1 million \$17.6 million for the three six months ended March 31, 2024 June 30, 2024.

Cash used in operating activities for the three six months ended March 31, 2024 June 30, 2024, when compared to the three six months ended March 31, 2023 June 30, 2023, decreased by \$17.4 million \$36.1 million. This decrease was driven by reduced cash earnings of \$59.8 million \$107.3 million, higher spending on restructuring initiatives of \$4.4 million and CTO resale spending cash outflows of \$19.8 million \$45.3 million, and higher cash interest paid of \$1.7 million \$2.3 million due primarily to rising interest rates when compared to 2023. Partially offsetting these cash outflows was a net reduction in trade working capital of \$34.6 million \$69.5 million (including accounts receivable, inventory, and accounts payable), reduced employee compensation payments during the first quarter of 2024 of \$28.5 million and \$34.6 million, a reduction in tax payments of \$1.8 million \$1.4 million as a result of the lower cash earnings, and reduced spending on restructuring initiatives of \$1.9 million.

Cash flows provided by (used in) investing activities

Cash used in investing activities in the three six months ended March 31, 2024 June 30, 2024 was \$16.3 million \$34.1 million and was primarily driven by capital expenditures of \$16.6 million \$34.7 million. In the three six months ended March 31, 2024 June 30, 2024 and 2023, capital spending included the base maintenance capital supporting ongoing operations, and growth and cost improvement spending. The change decrease in Net cash provided by (used in) investing activities when compared to the prior year period is primarily due to the first quarter 2023 sale of a strategic investment that resulted in a cash inflow of \$31.4 million, offset by reduced capital expenditures of \$12.4 million.

Capital expenditure categories	Capital expenditure categories	Three Months Ended March 31,		Capital expenditure categories		Six Months Ended June 30,	
		In millions	2024	In millions	2023	In millions	2024
Maintenance							
Safety, health and environment							
Growth and cost improvement							
Total capital expenditures							

Cash flows provided by (used in) financing activities

Cash provided by financing activities in the three six months ended March 31, 2024 June 30, 2024, was \$23.4 million \$33.7 million and was primarily driven by borrowings on our revolving credit facility and other borrowings of \$81.4 million \$112.3 million, partially offset by payments on our revolving credit facility of \$55.0 million \$75.2 million.

Cash used in financing activities in the three six months ended March 31, 2023 June 30, 2023 was \$5.6 million \$40.1 million and was primarily driven by payments on our revolving credit facility of \$60.3 million \$144.8 million, the repurchase of common stock of \$33.4 million \$92.1 million, and tax payments related to tax withholdings on restricted stock unit vestings of \$4.5 million, partially offset by borrowings on our revolving credit facility of \$90.3 million \$197.8 million.

New Accounting Guidance

Refer to Note 2 to the Condensed Consolidated Financial Statements within this Form 10-Q for a full description of recent accounting pronouncements including the respective expected dates of adoption and expected effects on our Condensed Consolidated Financial Statements.

Critical Accounting Policies and Estimates

Our Condensed Consolidated Financial Statements are prepared in conformity with GAAP. The preparation of our financial statements requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. We have described our accounting policies in Note 2 to our consolidated financial statements included in our 2023 Annual Report. We have reviewed these accounting policies, identifying those that we believe to be critical to the preparation and understanding of our financial statements. Critical accounting policies are central to our presentation of results of operations and financial condition and require management to make estimates and judgments on certain matters. We base our estimates and judgments on historical experience, current conditions and other reasonable factors. For a description of our critical accounting policies and estimates, refer to Part II, Item 7, Critical Accounting Policies and Estimates in our 2023 Annual Report. Our critical accounting policies have not substantially changed from those described in the 2023 Annual Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Foreign currency exchange rate risk

We have foreign-based operations, primarily in Europe, South America and Asia, which accounted for approximately 24 percent of our net sales in the first three months of 2024. We have designated the local currency as the functional currency of our significant operations outside of the U.S. The primary currencies for which we have exchange rate exposure are the U.S. dollar versus the euro, the Japanese yen, the pound sterling, and the Chinese renminbi. In addition, certain of our domestic operations have sales to foreign customers. In the conduct of our foreign operations, we also make inter-company sales. All of this exposes us to the effect of changes in foreign currency exchange rates. Our earnings are therefore subject to change due to fluctuations in foreign currency exchange rates when the earnings in foreign currencies are translated into U.S. dollars. In some cases, to minimize the effects of such fluctuations, we use foreign exchange forward contracts to hedge firm and highly anticipated foreign currency cash flows. Our largest exposures are to the Chinese renminbi and the euro. A hypothetical 10 percent adverse change, excluding the impact of any hedging instruments, in the average Chinese renminbi and euro to U.S. dollar exchange rates during the three months ended March 31, 2024 June 30, 2024, would have decreased our net sales and income before income taxes by approximately \$3.9 million \$7.9 million or one percent, and \$1.2 million \$2.7 million or two percent, respectively. Comparatively, a hypothetical 10 percent adverse change, excluding the impact of any hedging instruments, in the average Chinese renminbi and euro to U.S. dollar exchange rates during the three months ended March 31, 2023 June 30, 2023, would have decreased our net sales and income before income taxes by approximately \$3.8 million \$7.9 million or one percent, and \$1.1 million \$2.1 million or two percent, respectively.

Interest rate risk

As of March 31, 2024 June 30, 2024, approximately \$847.6 million \$852.9 million of our borrowings include a variable interest rate component. As a result, we are subject to interest rate risk with respect to such floating-rate debt. A hypothetical 100 basis point increase in the variable interest rate component of our borrowings for the three months ended March 31, 2024 June 30, 2024, would have increased our annual interest expense by approximately \$8.5 million or ten percent. Comparatively, a 100 basis point increase in the variable interest rate component of our borrowings for the three months ended March 31, 2023 June 30, 2023, would have increased our interest expense by approximately \$8.6 million \$8.8 million or eleven percent.

Commodity price risk

A portion of our manufacturing costs includes purchased raw materials, which are commodities whose prices fluctuate as market supply and demand fundamentals change. Accordingly, product margins and the level of our profitability tend to fluctuate with the changes in these commodity prices.

Crude tall oil price risk

Our results of operations are directly affected by the cost of our raw materials, particularly CTO. Total raw CTO, which, excluding CTO resales, represented 16 percent and 24 percent of our condensed consolidated cost of sales for the six months ended June 30, 2024 and June 30, 2023, respectively. Raw material CTO spend was approximately \$74 million \$55 million and \$111 million, excluding CTO resales, during the three and six months ended March 31, 2024, June 30, 2024, respectively. Comparatively, total raw material CTO spend was approximately \$41 million \$97 million and \$140 million during the three and six months ended March 31, 2023, June 30, 2023, respectively. Pricing for CTO is driven by the limited supply of the product and competing demands for its use, both of which drive pressure on its price. Our gross profit and margins have been and could continue to be adversely affected by increases in the cost of CTO

if we are unable to pass the increases on to our customers. Based on average pricing during the three and six months ended March 31, 2024 June 30, 2024, a hypothetical unhedged, unfavorable 10 percent increase in the market price for CTO would have increased our spend for the three months

ended March 31, 2024, by approximately \$7.4 million \$5.5 million and \$11.1 million, respectively, which we may not have been able to pass on to our customers. Comparatively, based on average pricing during the three and six months ended March 31, 2023 June 30, 2023, a hypothetical unhedged, unfavorable 10 percent increase in the market price for CTO would have increased our spend for the three months ended March 31, 2023, by approximately \$4.1 million, \$9.7 million and \$14.0 million, respectively.

Other market risks

Information about our other remaining market risks for the period ended March 31, 2024 June 30, 2024, does not differ materially from that discussed under Part II, Item 7A. Quantitative and Qualitative Disclosures About Market Risk of our 2023 Annual Report.

ITEM 4. CONTROLS AND PROCEDURES

a) Evaluation of Disclosure Controls and Procedures

Ingevity maintains a system of disclosure controls and procedures designed to give reasonable assurance that information required to be disclosed in Ingevity's reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. These controls and procedures also give reasonable assurance that information required to be disclosed in such reports is accumulated and communicated to management to allow timely decisions regarding required disclosures.

As of March 31, 2024 June 30, 2024, Ingevity's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), together with management, conducted an evaluation of the effectiveness of Ingevity's disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based on that evaluation, the CEO and CFO concluded that these disclosure controls and procedures are effective at the reasonable assurance level.

b) Changes in Internal Control over Financial Reporting

There have been no changes in Ingevity's internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act) during the quarter ended March 31, 2024 June 30, 2024 that materially affected, or are reasonably likely to materially affect, Ingevity's internal control over financial reporting.

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PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Information regarding certain of these matters is set forth below and in Note 13 – Commitments and Contingencies within the Condensed Consolidated Financial Statements.

ITEM 1A. RISK FACTORS

Part I, Item 1A, Risk Factors of our 2023 Annual Report sets forth information relating to important risks and uncertainties that could materially adversely affect the Company's business, financial condition and operating results. Except as set forth below, there have been no material changes in Ingevity's risk factors disclosed in Part I, Item 1A, Risk Factors of our 2023 Annual Report for the quarter ended March 31, 2024 June 30, 2024.

The repositioning of our Performance Chemicals business will negatively impact the company's net sales and may otherwise adversely affect our financial condition and results of operations during this transition period.

On November 1, 2023 and July 31, 2024, we announced a number of strategic actions designed to further reposition our Performance Chemicals reportable segment to improve the profitability and reduce the cyclical nature of the company as a whole. These initiatives—including the closure of our plan to close our plant plants in DeRidder, Louisiana—Louisiana and Crossett, Arkansas—will result in the reduction, and in some cases exit, of certain historical focus on reducing exposure to lower margin end-use markets of our industrial specialties product line, such as adhesives, publication inks, and oilfield, approximately 45 percent of our industrial specialties product line historical annualized net sales.

We expect to incur aggregate charges of approximately \$280 million \$350 million associated with the Performance Chemicals' repositioning, consisting of approximately \$185 million \$250 million in asset-related charges, approximately \$15 million \$25 million in severance and other employee-related costs, and approximately \$80 million \$75 million in other restructuring costs, including decommissioning, dismantling and removal charges, and contract termination costs. The company expects approximately \$185 million \$250 million of the total charges to be non-cash. The charges the company currently expects to incur in connection with these actions, and the timing thereof, are subject to a number of assumptions and risks, and the actual results may differ materially. The company may also incur other material charges not currently contemplated due to events that may occur as a result of, or in connection with, these actions.

These actions have, and may continue to, adversely affect the company's financial condition and results of operations.

There may be negative impacts to our business arising out of the closure of our manufacturing facility in Crossett, Arkansas.

On July 31, 2024, we announced our plan to close our manufacturing facility in Crossett, Arkansas (the "Crossett Facility"). The anticipated timing, charges, and costs of the closure of the Crossett Facility could materially differ from our estimates if the plant closure results in adverse legal or regulatory actions, if personnel required to effect the shutdown

become unavailable, or we are affected by other factors not currently contemplated.

Adverse weather conditions may impact the demand for some of our products in our road technologies product line and could negatively affect our financial condition and results of operations.

Our road technologies business is seasonal in nature, with roughly 70 to 75 percent of revenue generated between April and September each year. Adverse weather conditions, which directly affect the ability to engage in paving and/or road marking activity, have had, and going forward may have, an adverse effect on sales in the road technologies product line if such conditions result in lower customer demand due to a shortened season.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities

The following table summarizes information with respect to the purchase of our common stock during the three months ended **March 31, 2024** **June 30, 2024**.

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Publicly Announced Program (1)	
				Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs (1)	
January April 1-30, 2024	—	\$ —	—	\$ 353,384,633	
May 1-31, 2024	—	\$ —	—	\$ 353,384,633	
February 1-29, 2024	—	\$ —	—	\$ 353,384,633	
March 1-31, June 1-30, 2024	—	\$ —	—	\$ 353,384,633	
Total	—	\$ —	—	\$ —	

(1) On July 25, 2022, our Board of Directors authorized the repurchase of up to \$500.0 million of our common stock, and rescinded the prior outstanding repurchase authorization with respect to the shares that remained unused under the prior authorization. Shares under the 2022 Authorization may be purchased through open market or privately negotiated transactions at the discretion of management based on its evaluation of market prevailing conditions and other factors, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Securities Exchange Act.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit No.	Description of Exhibit
3.1 10.1+	Third Amended Transition Agreement dated as of June 26, 2024 between Ingevity Corporation and Restated Certificate of Incorporation of Ingevity Corporation. Stacy L. Cozad.
10.2* †	Confidential Termination Agreement and Release, dated as of July 1, 2024, by and between GP Pine Chemicals, LLC and Ingevity Corporation (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the U.S. Securities and Exchange Commission on July 8, 2024).
10.3+	Offer Letter between Ingevity Corporation and Terry Dyer dated July 3, 2024
10.4+ †	Severance and Change of Control Agreement between Ingevity Corporation and Terry Dyer dated July 3, 2024
10.5+	Offer Letter between Ingevity Corporation and Ryan C. Fisher dated July 3, 2024
10.6+ †	Severance and Change of Control Agreement between Ingevity Corporation and Ryan C. Fisher dated July 3, 2024
31.1	Rule 13a-14(a)/15d-14(a) Certification of the Company's Principal Executive Officer.
31.2	Rule 13a-14(a)/15d-14(a) Certification of the Company's Principal Financial Officer.
32.1	Section 1350 Certification of the Company's Principal Executive Officer. The information contained in this Exhibit shall not be deemed filed with the Securities and Exchange Commission nor incorporated by reference in any registration statement filed by the registrant under the Securities Act of 1933, as amended.
32.2	Section 1350 Certification of the Company's Principal Financial Officer. The information contained in this Exhibit shall not be deemed filed with the Securities and Exchange Commission nor incorporated by reference in any registration statement filed by the registrant under the Securities Act of 1933, as amended.
101	Inline XBRL Instance Document and Related Items - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
104	The cover page from the Company's Quarterly Report on Form 10-Q formatted in Inline XBRL (included in Exhibit 101).

* Incorporated by reference.

+ Management contract or compensatory plan or arrangement.

† Indicates that certain information has been omitted pursuant to Item 601(a)(5) of Regulation S-K.

SIGNATURES

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

INGEVITY CORPORATION

(Registrant)

By: /S/ MARY DEAN HALL

Mary Dean Hall

Executive Vice President and Chief Financial Officer
(Principal Financial Officer and Duly Authorized Officer)

Date: May 2, 2024 August 1, 2024

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Exhibit [3.1](#) [10.1](#)

THIRD AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

INGEVITY CORPORATION June 26, 2024

Stacy Cozad

[Address]

Dear Stacy:

This transition agreement (this "Transition Agreement") sets forth the terms and conditions related to the termination of your employment with Ingevity Corporation ("Ingevity" or the "Company") as a result of your voluntary resignation, and contemplates you receiving certain Transition Benefits hereunder (as defined in paragraph 3, below). The present name Company is offering you this arrangement in recognition of your dedication, service, and contributions to the Company and in consideration of (i) your agreement to the terms of this Transition Agreement (including your execution and non-revocation of the corporation is Ingevity Corporation. The corporation was incorporated attached Release of all legal claims against the Company), and (ii) your agreement to cooperate with the Company following the effective date of your resignation to ensure an orderly transition of your duties.

***** INGEVITY AND YOU AGREE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT ("FAA"). HOWEVER, TO THE EXTENT THE FAA IS FOUND TO BE INAPPLICABLE, THIS AGREEMENT IS SUBJECT TO THE REQUIREMENTS OF SECTION 15-48-10, et seq., CODE OF LAWS OF SOUTH CAROLINA (1976) AS AMENDED ****

1. Your employment with the Company will end, as a result of your voluntary resignation, at the close of business on June 26, 2024 (the "Termination Date").
2. You will be paid your earned but unpaid base salary and any accrued but unused vacation pay through the Termination Date. You will also remain eligible for Company benefits through the Termination Date (except for certain welfare benefits, such as medical, dental and life insurance, which will continue through the end of the month in which the Termination Date occurs). In addition:
 - a. You may have a right to receive benefits under one or more of Ingevity's pension and savings plans. If you have a right to receive benefits under any of those plans, you will receive additional information about your rights from Ingevity's third-party plan administrators.
 - b. You have a right to "COBRA" continuation coverage under the name MWV CATALYST SPINCO, INC. on March 27, 2015 Company's health plans. You will receive additional information about your COBRA rights from Ingevity's third-party administrator.

You acknowledge that as of the Termination Date you have been paid by the filing Company for all hours worked as an employee of the Company and are in receipt of all amounts due from the Company, including but not limited to the following: (i) all wages, incentive compensation, commissions, bonuses, premium pay, overtime compensation and any other non-standard pay, and (ii) reimbursement for all reasonable and necessary business travel and entertainment expenses incurred on behalf of the Company. No other amounts are due to you from the Company or any of its original Certificate affiliates, or from any of Incorporation the Company's benefit plans or plan administrators, except pursuant to this Transition Agreement.

3. In addition, in consideration of your agreement to the terms of this Transition Agreement, including your execution and non-revocation of the attached Release of all legal claims against the Company, the Company agrees to provide you the transition benefits described in this paragraph (the "Transition Benefits"). To receive these Transition Benefits, you must sign (and not revoke) this Transition Agreement and the attached Release of all legal claims against the Company. You must also comply with the Secretary of State of restrictive covenants set forth in the State of Delaware. This Third Amended and Restated Certificate Severance and Change of Incorporation Control Agreement between you and the Company, dated as of February 17, 2022 (the "Severance Agreement"), which are incorporated herein by reference. The Transition Benefits are as follows:

Within five (5) business days following the Effective Date (as defined in paragraph 18, below), the Company will pay you a cash transition payment of \$673,741, which payment relates to the estimated aggregate value of your granted but unvested restricted stock units issued under the Company's 2016 Omnibus Incentive Plan that will be forfeited by you on the Termination Date. To the extent required by law, the Company will withhold from the above payment any applicable federal, state or local taxes and deductions.
4. In consideration of the corporation, Company's agreement to provide the Transition Benefits described in paragraph 3, above, you agree to sign (and not revoke) the attached Release. The Release specifically covers all claims that you may have under municipal, state, or federal law, or any other law, rule, regulation, Executive Order or ordinance arising out of

Exhibit 10.1

your employment, terms of employment or the termination of your employment with the Company, including claims of age discrimination under the Age Discrimination in Employment Act ("ADEA").

5. You expressly acknowledge and represent that: (i) you have suffered no injuries or occupational diseases arising out of or in connection with your employment with the Company; (ii) you have received all wages to which both amends you were entitled as an employee of the Company; (iii) you have received all leave to which you were entitled under the Family and restates Medical Leave Act ("FMLA") or similar state law; (iv) you are not currently aware of any facts or circumstances constituting a violation of the FMLA or the Fair Labor Standards Act or similar state law, including, but not limited to, the South Carolina Wage Payment Statute (S.C. Code Ann. §41-10-10 et seq.) or the Payment of Post-Termination Claims to Sales Representatives Act (S.C. Code Ann. §§ 39-65-10, et seq.); and, (v) you have not filed any employment discrimination, wrongful discharge, wage and hour, or any other complaints or charges in any local, state or federal court, tribunal, or administrative agency against the Company or its parent, subsidiaries (whether or not wholly-owned), affiliates, divisions, predecessors, successors, insurers or assigns, or any other related individuals or entities, jointly or individually, or their past or present stockholders, directors, officers, trustees, agents, insurers, representatives, attorneys, benefit plans, benefit plan administrators or trustees, or employees.

6. You agree, to the extent reasonably requested by the Company, that you shall reasonably cooperate with the Company in connection with matters arising out of your duties during your employment with the Company as necessary to aid in the orderly transition of your duties; provided that, the Company shall make reasonable efforts to minimize disruption of your other activities. Additionally, if necessary and at the request of the Company, you shall reasonably cooperate with the Company in connection with any actual or threatened litigation, governmental investigation, or administrative proceeding involving the Company that relates to events, occurrences, or conduct occurring (or claimed to have occurred) during your employment with the Company, including by providing truthful testimony. The Company shall reimburse you for reasonable and necessary out-of-pocket expenses incurred in connection with your cooperation under this paragraph to the extent permitted under applicable law. Moreover, for the avoidance of doubt, nothing in this paragraph or this Transition Agreement shall prohibit you, with or without notice to the Company, from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), or other administrative agency; from participating in an investigation or proceeding conducted by the EEOC, NLRB, or other administrative agency; from reporting possible violations of federal, state or local law or regulation to any government agency or entity, including but not limited, to the extent applicable, to the U.S. Department of Labor, the Department of Justice, the Securities and Exchange Commission, Congress, and/or any agency Inspector General; from making other disclosures that are protected under the whistleblower provisions of the corporation's Second Amended and Restated Certificate of Incorporation was duly adopted federal, state, or local law or regulation; or from communicating directly with, responding to any inquiry from, or providing testimony before, any federal, state, or local regulatory authority.
7. Except as provided otherwise in accordance with the provisions of Sections 228, 242 and 245 this Transition Agreement or by law, you affirm that you have returned, without copying or otherwise reproducing, all of the General Corporation Law Company's property, documents, and/or any confidential information in your possession or control. You also affirm that you are in possession of all of your property that you had at the State Company's premises and that the Company is not in possession of Delaware. The Second Amended and Restated Certificate any of Incorporation of the corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I your property.

The name 8. You are advised to consult with an attorney before signing this Transition Agreement and the attached Release.

9. You are advised that you have up to twenty-one (21) days to consider the terms of this Transition Agreement and the corporation (which is hereinafter referred to as Release before you sign them. In addition, you may revoke this Transition Agreement and the "Corporation" Release within seven (7) days after you sign them (the "Revocation Period") is by giving written notice to:

Deputy General Counsel
Ingevity Corporation
ARTICLE II 4920 O'Hear Avenue
The address of Suite 400
North Charleston, SC 29405

If you revoke this Transition Agreement or the Corporation's registered office in the State of Delaware is 1521 Concord Pike, Suite 201, Wilmington, New Castle County, Delaware, 19803. The name of the Corporation's registered agent at such address is United Agent Group Inc.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of stock which the Corporation shall have authority to issue is 350,000,000 shares, consisting of 50,000,000 shares of preferred stock, par value \$0.01 per share (hereinafter referred to as "Preferred Stock"), and 300,000,000 shares of common stock, par value \$0.01 per share (hereinafter referred to as "Common Stock").

Shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the applicable law of the State of Delaware (hereinafter referred to as a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series and to fix the designation, powers, preferences and special rights of the shares of each such series and the qualifications, limitations and restrictions thereof, and increase and decrease the number of shares of any such series (but not below the number of shares thereof then outstanding).

The Common Stock shall be subject to the express terms of the Preferred Stock and any series thereof. Except as may be provided in the Certificate of Incorporation or in a Preferred Stock Designation, the holders of shares of Common Stock shall be entitled to one vote for each such share upon all questions presented to the stockholders, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes, and holders of Preferred Stock shall Release, you will not be entitled to receive notice any consideration specified in this Transition Agreement, except for the payments identified in paragraph 2 of this Transition Agreement.

10. You agree that any meeting and all disputes or claims arising between you and the Company (and its subsidiaries, affiliates, directors, officers, employees, representatives, and agents) and their respective heirs, successors, and assigns concerning your employment or the termination of stockholders at your employment shall be settled by final and binding arbitration, which they shall be the exclusive means of resolving any such dispute or claim; provided that arbitration related to a claim for benefits under an employee benefit plan governed by the Employee Retirement Income Security Act ("ERISA") shall not be initiated until after you exhaust the relevant plan's claim and appeal process. The arbitration shall be conducted by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, and judgment upon

Exhibit 10.1

the award rendered by the arbitrator may be entered by any court having jurisdiction. Your agreement to arbitrate does not include claims for workers' compensation or unemployment benefits; claims seeking equitable relief relating to the alleged breach of a restrictive covenant or confidentiality agreement or the alleged misappropriation of trade secrets; claims alleging sexual assault or sexual harassment; claims alleging violations of the National Labor Relations Act; petitions or charges that could be brought before the National Labor Relations Board or claims under a collective bargaining agreement; claims under employee pension, welfare benefit or stock option plans if those plans provide a dispute resolution procedure; and claims and administrative charges that cannot lawfully be required to be arbitrated. You agree to waive your right to a jury trial to any and all claims, including any claims that are not entitled subject to vote.

ARTICLE V arbitration.

In furtherance 11. You agree to refrain from making statements that are disparaging, demeaning, or defamatory about the Company or the Company's directors, employees, customers, suppliers, or vendors. Likewise, the Company will instruct its directors and officers to refrain from making statements that are disparaging, demeaning, or defamatory about you. This provision does not prohibit you from exercising your rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations. Additionally, this provision does not prohibit you from making truthful statements and disclosures as may be required by law or regulatory authority or in connection with legal proceedings. It also does not prohibit you from filing a charge or complaint with the EEOC, the NLRB, or other administrative agency; from participating in an investigation or proceeding conducted by the EEOC, NLRB, or other administrative agency; from reporting possible violations of federal, state or local law or regulation to any government agency or entity, including but not limited, to the extent applicable, to the U.S. Department of Labor, the Department of Justice, the Securities and **not** Exchange Commission, Congress, and/or any agency Inspector General; from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation; or from communicating directly with, responding to any inquiry from, or providing testimony before, any federal, state, or local regulatory authority.

12. Upon request, you agree to provide documentation that may be required in **limitation** connection with your resignation from any board of directors or managers that you serve on at the request of the **powers conferred** Company.
13. This Transition Agreement and the attached Release shall be governed by **law**, and construed in accordance with the **Board of Directors** is expressly authorized and empowered to adopt, amend or repeal the **By-Laws** laws of the **Corporation**; State of South Carolina, excluding any conflicts or choice of law rule or principle that might otherwise refer to the substantive law of another jurisdiction.
14. This Transition Agreement and the attached Release set forth our entire agreement regarding your termination of employment with the Company and supersedes any previous agreements relating to your rights upon termination of your employment with the Company, with the exception of Sections 10-17 of the Severance Agreement, which are incorporated herein by reference and remain in full force and effect. You understand and agree that no representations, other than what is explicitly provided for in this Transition Agreement and the attached Release, have been made to you.
15. **, however, that** This Transition Agreement and the **By-Laws** adopted by the **Board of Directors** under the **powers hereby conferred** attached Release may be amended or repealed modified only by another writing executed by both the Company (by its duly authorized officer, employee or agent) and you.
16. If any provision of this Transition Agreement or the attached Release is held to be illegal, void, invalid or unenforceable, in whole or in part, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Transition Agreement and attached Release; provided, however, that upon any finding by a court of competent jurisdiction that the release and/or promises provided for in the attached Release are illegal, void or unenforceable, you agree, at the Company's request, to execute promptly a release and/or promise of comparable scope that is legal and enforceable. If such a release is not executed by you, you shall promptly return to the Company the **Transition Benefits**.
17. If you agree to the terms set forth in this Transition Agreement, please indicate your agreement and acceptance by voluntarily signing this Transition Agreement and the attached Release in the spaces provided and return the original of each document to me.
18. In signing this Transition Agreement and the attached Release, you agree that: (i) you have carefully read this Transition Agreement and the attached Release; (ii) you fully understand all of their terms; (iii) you are freely and voluntarily entering into this Transition Agreement, and knowingly releasing the Company in accordance with the terms contained in the attached Release; (iv) before signing this Transition Agreement and attached Release, you had the opportunity to consult with an attorney of your choice and you were advised by the **Board of Directors** or by **Company** to do so; (v) you have been given twenty-one (21) days to consider this Transition Agreement and the stockholders having voting power with respect thereto.

ARTICLE VI

Any action required or permitted attached Release and seven (7) days to be taken by **revoke** this Transition Agreement and the **stockholders of the Corporation** must be effected at a duly called annual or special meeting of stockholders of the Corporation attached Release; (vi) this Transition Agreement and may attached Release will not be effected by effective until the date upon which the Revocation Period described in Paragraph 9 has expired,

Exhibit 10.1

without you revoking this Transition Agreement and attached Release during the Revocation Period (the "Effective Date"); and (vii) the Company has no obligation to pay any **consent** or perform any act referred to in writing in lieu of a meeting of such stockholders, this Transition Agreement or the attached Release until it becomes effective and enforceable.

[Signature Page Follows]

Very truly yours,

/s/ Ryan C. Fisher

Ryan C. Fisher

VP, Interim CHRO, Deputy General Counsel &
Chief compliance Officer

Agreed and accepted:

Signature: /s/ Stacy Cozad
Printed Name: Stacy Cozad
Date: June 26, 2024

Witness - Signature: /s/ Colleen Lloy
Printed Name: Colleen Lloy
Date: June 26, 2024

ARTICLE VII RELEASE

In consideration of the Transition Benefits offered to me by Ingevity Corporation (the "Company") under that certain Transition Agreement between me and the Company dated as of June 26, 2024 (the "Transition Agreement"), I on behalf of myself, and on behalf of my heirs, administrators, representatives, successors, and assigns (the "Releasors"), hereby release, acquit and forever discharge the Company, all of its past, present and future subsidiaries and affiliates and all of their respective directors, officers, employees, agents, trustees, partners, shareholders, consultants, independent contractors and representatives, all of their respective heirs, successors, and assigns and all persons acting by, through, under or in concert with them (the "Releasees") from any and all claims, charges, complaints, obligations, promises, agreements, controversies, damages, remedies, demands, actions, causes of action, suits, rights, costs, debts, expenses and liabilities that the Releasors might otherwise have asserted arising out of my employment with the Company and its subsidiaries and affiliates, including the termination of that employment.

However, the Releasors are not releasing: (i) any claims arising after the date that I sign this release (the "Release"); (ii) any claims for enforcement of the Transition Agreement; (iii) any rights or claims to workers' compensation or unemployment benefits; (iv) any claims for accrued, vested benefits under any employee benefit plan of the Company in accordance with the terms of such plans and applicable law; (v) any claim that cannot be waived as a matter of law pursuant to federal, state or local law; and/or (vi) any claim or right I may have under the Transition Agreement.

I understand that, as a consequence of my signing this Release, I am giving up any and all rights I might otherwise have with respect to my employment and the termination of that employment including but not limited to rights under (1) the Age Discrimination in Employment Act of 1967, as amended; (2) any and all other federal, state, or municipal laws prohibiting discrimination in employment on the basis of sex, race, national origin, religion, age, handicap, or other invidious factor, or retaliation; and (3) any and all theories of contract or tort law related to my employment or termination thereof, whether based on common law or otherwise. Without limiting the foregoing, I understand and acknowledge that my release of claims includes:

Subject to all statutory claims, including all claims on the basis of age, race, color, creed, religion, national origin, sex, pregnancy, harassment, disability, handicap, affectional or sexual orientation, gender identity or expression, marital, domestic or civil union partnership status, military or veteran status, genetic information, retaliation, wage protection, or any other category or claim or arising under Title VII of the Civil Rights Act of 1866, 1964, and/or 1991, as amended, 42 U.S.C. § 2000e et seq.; Section 1981 of the Civil Rights Act, 42 U.S.C. § 1981; the Civil Rights Attorney's Fee Awards Act, 42 U.S.C. § 1988; the Equal Rights Act of 1870; the Equal Pay Act of 1963, 29 U.S.C. § 206(d) et seq.; 29 U.S.C. § 630 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. § 651 et seq.; the Americans with Disabilities Act ("ADA"), the Americans with Disability Act Amendments Act ("ADAAA"), 29 U.S.C. § 706 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793(c) et seq.; the Family Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. § 29601 et seq.; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health Act ("HITECH"); the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 301 et seq.; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 et seq.; the Older Worker Benefit Protection Act ("OWBPA"); the American Recovery and Reinvestment Act of 2009 ("ARRA"); the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. § 4301); the South Carolina Human Affairs Law; the South Carolina Bill of Rights for Handicapped Persons (S.C. Code Ann. § 43-33-510 et seq.); the South Carolina Employment Security

Law; the South Carolina Wage Payment Statute (S.C. Code Ann. §41-10-10 et seq.); the Payment of Post-Termination Claims to Sales Representatives Act (S.C. Code Ann. §§ 39-65-10, et seq.), retaliation for filing a South Carolina workers' compensation claim (S.C. Code § 41-1-80), as well as all claims arising under any other federal, state, or local statute, regulation, rule, Executive Order, or ordinance or amendment of such or common law;

b. all common law claims, including but not limited to those regarding employment, discrimination in employment, notice of termination of employment or the termination of employment on any prohibited basis and/or any and all other law or principles of equity, including (by way of example) but not limited to, claims of discrimination on the basis of age, sex, gender, pregnancy, race, disability, religion, national origin or veteran status, harassment, breach of contract (express or implied), breach of contract accompanied by fraudulent act, breach of an implied covenant of good faith and fair dealing, promissory estoppel or other contract theory, retaliation, wrongful discharge, wrongful discharge and/or retaliatory discharge in violation of public policy, retaliation for filing a South Carolina workers' compensation claim, detrimental reliance, defamation (written, oral and/or by inference), emotional distress, invasion of privacy, fraud, conspiracy, negligent or intentional misrepresentation, tortious interference with contract or prospective contract, contractual advantage or economic advance, negligence, malicious prosecution, abuse of process, unfair or deceptive trade practices, infliction (negligent or intentional) of emotional

Exhibit 10.1

distress, assault, battery, gross negligence or recklessness, work-related injury or illness, whether physical in nature or manifested by psychological or emotional stress;

c. all claims arising under the United States or any state Constitution, including, but not limited to, the rights Constitution of the holders United States and its Amendments and the Constitution of the State of South Carolina and its Amendments;

d. all claims for any damages or compensation, including back wages, front pay, bonuses, awards, commissions, health and welfare benefits, fringe benefits, severance benefits, incentive compensation, long-term incentives, compensatory, emotional distress, pain and suffering, and/or punitive damages, or any other form of economic loss;

e. claims or demands related to salary, bonuses, commissions, profit sharing or any other ownership interests in the Company; vacation/paid time off, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; and

f. all claims for attorneys' fees, costs, disbursements and/or the like.

I acknowledge and agree that I have been advised by this writing, including as required by the ADEA, that:

A. The benefits I am receiving under the Transition Agreement constitute consideration over and above any benefits that I might be entitled to receive without executing this Release;

B. The Company advised me in writing to consult with an attorney prior to signing this Release;

C. I am knowingly and voluntarily waiving and releasing any rights I may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA"), and that this Release does not apply to any rights or claims that may arise under the ADEA or OWBPA after the effective date of this Release;

D. I was given a period of at least twenty-one (21) days within which to consider this Release (although I may choose to knowingly and voluntarily execute this Release earlier);

E. The Company has advised me of my statutory right to revoke my agreement to this Release at any time within seven (7) days of my signing this Release by delivering written notice of such revocation to Ingevity Corporation, Attn: Deputy General Counsel, 4920 O'Hear Avenue, Suite 400, North Charleston, SC 29405, and this Release shall be come final and binding if no such notice of revocation is received by the Company within such seven (7) day period.

I warrant and represent that my decision to sign this Release was (1) entirely voluntary on my part; (2) not made in reliance on any inducement, promise, or representation, whether express or implied, other than the inducements, representations, and promises expressly set forth herein and in the Transition Agreement; and (3) did not result from any threats or other coercive activities to induce my agreement to this Release.

If I exercise my right to revoke this Release within seven (7) days of my execution of this Release, I warrant and represent that I will: (1) notify the Company in writing, in accordance with the attached Transition Agreement, of my revocation of this Release, and (2) simultaneously return in full any consideration received from the Company, including the Transition Benefits.

The parties agree that this Release shall not affect the rights and responsibilities of the US Equal Employment Opportunity Commission (hereinafter "EEOC") to enforce the ADEA and other laws. In addition, the parties agree that nothing in the Release is intended to prohibit or restrict me from: (a) making any disclosure of information required by process of law; (b) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by, any federal regulatory or law enforcement agency or legislative body, or any self-regulatory organization; (c) filing a charge, testifying, participating in, or otherwise assisting in a proceeding with the EEOC or National Labor Relations Board, or another federal, state or local government official or agency for the purpose of reporting or investigating a suspected violation of law; or (d) communicating directly with the U.S. Securities and Exchange Commission about a possible securities law violation. However, the parties agree that the Releasors knowingly and voluntarily waive all rights or claims that arose prior to the date hereof that the Releasors may have against the Releasees to receive any benefit or remedial relief (including, but not limited to, reinstatement, back pay, front pay, damages, attorneys' fees, experts' fees) as a consequence of any series investigation or proceeding conducted by the EEOC.

The provisions of Preferred Stock this Release are severable, and if any part of it is found to elect directors under specified circumstances, be unenforceable, the number of directors constituting the total number of directors which the Corporation would have if there were no vacancies (the "Whole Board") other paragraphs shall remain fully valid and enforceable. This Release shall be fixed construed in accordance with its fair meaning and in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. Capitalized terms used but not defined herein shall have the meanings set forth in the Transition Agreement.

I further warrant and represent that I fully understand and appreciate the consequences of my signing this Release.

Agreed and accepted:

Signature: /s/ Stacy Cozad
 Printed Name: Stacy Cozad
 Date: June 26, 2024

Witness - Signature: /s/ Colleen Lloy
 Printed Name: Colleen Lloy
 Date: June 26, 2024

July 3, 2024

Terry Dyer

[Address]

Dear Terry,

We are pleased to provide written confirmation of our offer of employment with Ingevity Corporation ("Ingevity") as Senior Vice President, Chief Human Resources Officer reporting to me based at our global headquarters in North Charleston, South Carolina, effective on a mutually agreeable 2024 date.

Your compensation for this position will be \$33,333.33 monthly (\$400,000.00 annually), paid on the last working day of each month. In addition to your base salary, you will be eligible to participate in the following company plans and programs:

- **Annual Short - Term Incentive Plan:** Your annual incentive target for this position will be 60% of your base salary beginning with the 2024 plan year. Your target for this position will be prorated based on your start date for the 2024 plan year and will be paid in 2025, subject to satisfactory performance against objectives associated with the plan in which you participate. The Ingevity Short-Term Incentive Plan is funded primarily by Ingevity financial performance. 80% of your payout is based on the company's financial performance against preestablished goals and 20% is based on your individual performance. Total payout may range from 0% to 200%.
- **Long-Term Incentive Program:** You will be eligible to participate in Ingevity's performance based Long-Term Incentive Program, beginning with awards granted in 2025, with a target level of 105% of your base salary for your total target award opportunity under the 2025 Long-Term Incentive Program. Awards under this program are not automatic and are based on job performance, anticipated future contributions, and other factors. Awards are at the sole discretion of the Talent and Compensation Committee of the Board of Directors.
 - The type and mix of Long-Term Incentive Program Awards are subject to change, as determined by the Talent and Compensation Committee. By way of illustration only, equity awards granted in 2024 under the company's Long-Term Incentive Program generally consisted of:
 - 40% Service-based restricted stock units (RSUs) with 3-year ratable vesting
 - 60% Performance-based restricted stock units (PSUs) with 3-year cliff vesting
 - PSUs may vest between 0% and 200% based on the company's financial attainment against pre-established metrics over a 1-year performance period, subject to a TSR modifier, which could cause PSUs to vest up to 250%
- **Deferred Compensation Plan:** You will be eligible to participate in the Deferred Compensation Plan in 2025. This nonqualified plan allows you to defer compensation on an income tax-deferred basis. Under the Deferred Compensation Plan, you generally may defer up to 80% of your base salary and your annual incentive compensation. The plan also has a 401k restoration component which will allow to defer compensation in excess of the IRS 401k limits. You will receive information regarding this plan during the open enrollment window in November 2024.
- **Severance and Change of Control Agreement:** You will be entitled to severance protections in accordance with, and subject to the terms and conditions of, the Severance and Change of Control Agreement enclosed herewith.

Ingevity offers a robust array of benefits, which are summarized below:

- **Health and Welfare Benefit Plans:** You will be eligible to participate in Ingevity medical, dental, vision and life insurance plans, as well as other welfare plans. Coverage under these plans becomes effective on your start date. Highlights of the plans will be provided in your "Ingevity Contingent Offer of Employment" email. You will receive

more information about enrollment in these plans and the benefits provided under these plans during new-hire orientation.

- **Savings Plan:** You will be eligible to participate in Ingevity's Retirement Savings Plan, which is a 401(k) plan that allows you to make contributions of your pay on a pre-tax, Roth and after-tax basis. The plan generally also provides for a company match of up to 6% and a 3% automatic company contribution. Your contributions and any company match are 100% vested immediately, while any automatic contribution is 100% vested after 3 years. You will receive more information about enrollment in the Savings Plan during new hire orientation.
- **Vacation:** You will be eligible for vacation benefits beginning on your start date. Initial vacation eligibility is determined by your prior full-time work experience and increases over time according to the Ingevity Vacation Policy. Based on your previous years of professional experience, you are eligible for 4 weeks. In your first year of employment vacation time is prorated from your start date. Vacation time in subsequent years will be earned in accordance with the required years of service as stated in Ingevity's Vacation Policy.

Exhibit 10.3

- **Relocation:** To assist with your relocation, Ingevity is also pleased to extend to you, relocation assistance covering a variety of relocation costs as outlined in the Relocation Program included as an attachment in your Contingent Offer of Employment email. This program fully outlines obligations and benefits to which you will be entitled, as well as your obligations throughout the relocation process.

The above stated plans or programs are reviewed periodically, and may be amended based on company goals, business needs and legal requirements.

Compliance with Section 409A

It is intended that the provisions of this letter agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and all arrangements set forth herein shall be construed, interpreted and implemented in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A; provided, however, that the tax treatment of benefits under this letter agreement is not warranted or guaranteed.

For purposes of any payments to be made upon your termination of employment, such term will mean your "separation from service" as defined under Section 409A. In the event that any payments under this letter agreement constitute "deferred compensation" subject to Section 409A and you are a "specified employee" as defined under Section 409A, no such payments will be made until six (6) months following your termination of employment, or if earlier, the date of your death. Any such payments that are delayed will be paid six (6) months following your termination, or, if earlier, the date of your death.

Eligibility / Employment At Will

As with all new employees, the above stated offer is contingent upon successful post-offer drug testing results along with satisfactory background/reference checks. Additionally, Ingevity is required to verify the identification and eligibility of new employees to work in the United States. On your first day of employment, please bring appropriate documentation regarding eligibility for employment. The verification form, detailing required documents, will be enclosed in your "Welcome to Ingevity" email.

All employment at Ingevity, contingent or otherwise, is at-will. All policies, manuals or similar documents are meant to be an explanation of policies or programs and do not change the terms of your at-will employment. Either you or Ingevity may terminate your employment at any time.

Other Ingevity Policies

As Senior Vice President, Chief Human Resources Officer, you will be subject to Ingevity's Stock Ownership Guidelines, as in effect from time to time. Currently, the Stock Ownership Guidelines require that you achieve stock ownership at a level equal to two times your base salary, and that you to retain 50 percent of the net shares received under Long-Term Incentive Plan awards until that stock ownership level is met.

Any compensation paid to you shall be subject to recoupment pursuant to the terms of any recoupment policy the company may adopt and as such policy may be from time to time exclusively pursuant amended.

More information about Ingevity's stock ownership guidelines, recoupment policy and other applicable company policies (including Ingevity's Insider Trading Policy and Code of Conduct) will be reviewed upon acceptance of this offer.

Terry, if the terms of this offer are acceptable, please indicate your agreement by signing, dating and returning this offer letter and the enclosed Severance and Change of Control Agreement to me by July 10, 2024.

Best,

/s/ John C. Fortson

John C. Fortson

President and Chief Executive Officer

ACCEPTED AND AGREED:

/s/ Terry Dyer

Name: Terry Dyer

Date:

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL. SUCH EXCLUDED INFORMATION IS DENOTED BY ASTERISKS IN BRACKETS [*****].

SEVERANCE AND CHANGE OF CONTROL AGREEMENT

THIS SEVERANCE AND CHANGE OF CONTROL AGREEMENT (the "Agreement") by and between Ingevity Corporation, a ~~resolution adopted by a majority Delaware corporation~~ (together with its Affiliated Companies, as hereafter defined, being the "Company"), and Terry Dyer (the "Executive") is dated as of the ~~Whole Board~~ date set forth under the Company's signature.

Subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, directors shall be elected for a term of office to expire at the next annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified. RECITALS

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, and unless WHEREAS, the Board of Directors otherwise determines, any vacancy resulting from death, resignation, retirement, disqualification, removal from office or other cause, and any newly created directorships resulting from any increase of the Company (the "Board") has determined that it is in the authorized number of directors, may be filled only by the affirmative vote of a majority best interests of the remaining directors, though less than a quorum Company and its shareholders to assure that the Company will have the continued dedication and objectivity of the Executive, to provide the Executive with an incentive to continue his or her employment, and to motivate the Executive to achieve and exceed performance goals. The Board of Directors, and any director so chosen shall hold office for also believes it is imperative to diminish the remainder inevitable distraction of the term Executive by virtue of the personal uncertainties and risks created by certain involuntary terminations of employment absent Cause (as defined below), to encourage the Executive's full attention and dedication to the Company currently, and to provide the Executive with compensation and benefits arrangements that was being served by are competitive with those of other corporations. In addition, the director whose absence creates success of the vacancy, on Company's business depends in part on the preservation of its confidential information, trade secrets and goodwill in the case markets in which it competes. The Board and Executive have agreed to certain reasonable restrictions on Executive's post-employment activities to protect these legitimate business interests. Therefore, in order to accomplish these objectives, the Board caused the Company to enter into this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Change of Control. For the purpose of this Agreement, a ~~vacancy~~ created "Change of Control" shall mean:

- An acquisition by an increase in any individual, entity or group (within the number meaning of directors, a term expiring at the next annual meeting of stockholders, and in each case until such director's successor shall have been duly elected and qualified. No decrease in the number of authorized directors constituting the total number of directors which the Corporation would have if there were no vacancies shall shorten the term of any incumbent director.**

Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting Section 13(d)(3) or 14(d)(2) of the stockholders Exchange Act) (a "Person") of beneficial ownership (within the Corporation shall be given in meaning of Rule 13d-3 promulgated under the manner provided in Exchange Act) of 30% or more of either (i) the By-Laws.

Subject to then-outstanding shares of Common Stock (the "Outstanding Company Common Stock") or (ii) the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, any director, or the entire Board of Directors, may be removed from office at any time by the affirmative vote of the holders of a majority of the combined voting power of the then outstanding shares of capital stock then-outstanding voting securities of the Corporation Company entitled to vote generally in the election of directors voting together as a single class.

ARTICLE VIII

No director or officer (the "Outstanding Company Voting Securities"); excluding, however, the following: (A) any acquisition directly from the Company, other than an acquisition by virtue of the Corporation exercise of a conversion privilege unless the security being so converted itself was acquired directly from the Company, (B) any repurchase by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, or (D) any acquisition pursuant to a transaction that complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 1(a); or

- Individuals who, as of the date hereof, constitute the Board (such Board shall be personally liable hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that, for purposes of this Section 1(b), any individual who becomes a member of the Board subsequent to the Corporation date hereof, whose election, or its nomination for election by the Company's stockholders, for monetary damages for breach was approved by a vote of fiduciary duty as at least a director or officer, as applicable, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law majority of those individuals who are members of the State of Delaware as the same exists or may hereafter be amended. Any amendment or repeal of this Article VIII shall not adversely affect any right or protection of any director or officer Board and who were also members of the Corporation in respect of any act or omission occurring prior Incumbent Board (or deemed to such amendment or repeal).**

ARTICLE IX

Except as may be expressly provided in this Certificate of Incorporation, the Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation or a Preferred Stock Designation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law, and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and such pursuant to this Certificate proviso) shall be considered as though such individual were a member of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article IX; provided, however, that any amendment or repeal of Article VIII of this Certificate of Incorporation shall not adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such amendment or repeal; Incumbent Board; provided, further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest with

respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board shall not be so considered as a member of the Incumbent Board;

- c. The consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"); excluding, however, such a Business Combination pursuant to which (i) all or substantially all of the individuals and entities who are the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination will beneficially own, directly or indirectly, more than 50% of, respectively, the outstanding shares of common stock, and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation that as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock

Exhibit 10.4

and Outstanding Company Voting Securities, as the case may be, (ii) no Preferred Person (other than the Company, any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) will beneficially own, directly or indirectly, 30% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the outstanding voting securities of such corporation entitled to vote generally in the election of directors except to the extent that such ownership derives from ownership of a 30% or more interest in the Outstanding Company Common Stock **Designation** and/or Outstanding Company Voting Securities that existed prior to the Business Combination, and (iii) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Business Combination; or

- d. The approval by stockholders of a complete liquidation or dissolution of the Company.

2. Certain Other Definitions.

- a. "Affiliated Companies" or "Affiliated Company" shall include any company controlled by, controlling or under common control with the Company.
- b. The "Change of Control Period" means the period commencing on the Effective Date and ending on the second anniversary of such date. The Change of Control Period shall terminate upon the termination of the Executive's employment for any reason.
- c. "Competitive Product or Service" means any product or service that is substantially the same as or similar to any product or service sold or provided by Company during the "Restricted Period" (as defined below) and/or any product or service meant to accomplish the same or a similar purpose as, and/or to serve as a substitute for, products or services sold or provided by Company during the Term.
- d. "Company Competitor" means any business providing a Competitive Product or Service, and for the avoidance of doubt, includes the Named Company Competitors set forth on Exhibit B to this Agreement.
- e. "Confidential Information" means information relating to the Company or any of the Affiliated Companies, which has value to the Company or its Affiliated Companies and is not generally available to the public. This includes, but is not limited to, Customer lists, Company know-how, designs, formulae, processes, devices, machines, business contracts, financial data, inventions, research or development projects, plans for future development, materials of a business nature including marketing information, strategies and concepts, and pricing strategies.
- f. "Customer" means any person or entity that is a customer of Company as of the Termination Date (i.e., has an ongoing business relationship as of that date, whether or not there are then current outstanding commitments). Customer shall also include any prospective customer whose business you have actively been seeking on behalf of the Company within the six months prior to your Termination Date.
- g. The "Effective Date" shall mean the first date during the Employment Period on which a Change of Control occurs.
- h. The "Employment Period" shall mean the period commencing on the date hereof and ending on the third anniversary of the date hereof, as subsequently extended as described below. The Employment Period shall be **amended after** automatically extended for successive one-year periods unless the **issuance of any shares** Company notifies the Executive in writing, at least six months prior to the end of the **series** then current term that the Employment Period will not be extended. The Employment Period shall further be automatically extended immediately prior to any Change in Control such that the Employment Period (and this Agreement) shall be in effect throughout the entire Change in Control Period.
- i. "Indirect Customer" means any person or entity to whom Ingevity's direct Customer supplies product that incorporates the Company's products. In the case of Preferred Stock created thereby, except in accordance the Company's automotive carbon business, Indirect Customer includes the automobile manufacturers and any business that supplies product to an automobile manufacturer that includes the Company's products.
- j. "Named Company Competitors" means those companies identified as such on Exhibit B.
- k. "Peer Executives" shall mean, at any given time, the other persons employed by the Company or any of the Affiliated Companies who were, immediately before the Effective Date, party to agreements with the **terms** Company substantially in the form of such Preferred Stock **Designation** and the requirements of applicable law. this Agreement.

This Third Amended and Restated Certificate of Incorporation. "Separation from Service" shall **become effective at 11:59, Eastern Time, on April 23, 2024 (the "Effective Time")** mean a separation from service as defined in Treasury Regulation Section 1.409A-1(h).

- m. "Supplier" means any supplier or vendor of any product or service to Company that Company, in turn, provides to or procures for any Customer.
- n. "Relevant Time" shall mean immediately before the Effective Date.
- o. "Restricted Period" means the Employment Period, including any extension or renewal thereof, plus a period of twelve (12) months following termination of Executive's employment with Company for any reason. In the event Executive is found by a Court of competent jurisdiction to have violated any of the provisions of Sections 10-14 of this Agreement, the Restricted Period shall be extended by any such period of non-compliance.
- p. "Territory" means the territory set forth in Exhibit C to this Agreement.

3. Employment Term: The Company hereby agrees to continue the Executive in its employ, subject to the terms and conditions of this Agreement, for the Employment Period.

4. Terms of Employment:

- a. Position and Duties.
 - i. During the Change of Control Period, there shall be no material reduction in any of the Executive's position, authority, duties, responsibilities or salary grade as compared to those held, exercised and assigned to the Executive at the Relevant Time. Notwithstanding the foregoing, a change in title by itself shall not be a violation of this Section 4(a)(i); provided that the Executive continues to have responsibilities and authority that are, in the aggregate and in all material respects, comparable to those held by the Executive at the Relevant Time.
 - ii. During the Change of Control Period, the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date, or at any other location that does not result in the Executive's commuting distance from the Executive's residence being increased by more than 30 miles; provided, that if the Executive voluntarily changes his or her residence after the Effective Date, then a new work location shall not be considered to have increased the Executive's commuting distance by more than 30 miles unless such an increase both (1) occurs in relation to the Executive's new residence; and (2) would have occurred even if the Executive had not changed his or her residence.
 - iii. During the Change of Control Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable good faith efforts to perform such responsibilities consistent with his or her past practice. During the Change of Control or Employment Periods it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees; (B) deliver lectures, fulfill speaking engagements or teach at educational institutions; or (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such other activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.
- b. Compensation.
 - i. Base Salary. During the Change of Control Period, the Executive shall receive an annual base salary ("Annual Base Salary") which shall be not less than the Executive's annual base salary from the Company and the Affiliated Companies as in effect immediately before the Effective Date. Any increase in Annual Base Salary during the Change of Control Period shall not serve to limit or reduce any other obligation to the Executive under this Agreement, and the Annual Base Salary shall not be reduced during the Change of Control Period.
 - ii. Incentive Compensation Opportunities. In addition to the Annual Base Salary, the Executive shall be granted, during the Change of Control Period, cash-based and equity-based awards representing the opportunity to earn incentive compensation on terms and conditions no less favorable to the Executive, in the aggregate, than those provided generally at any time after the Effective Date to the Peer Executives or, if more favorable to the Executive, than those provided by the Company and the

Affiliated Companies for the Executive at the Relevant Time. In determining whether the Executive's incentive compensation opportunities during the Change of Control Period meet the requirements of the preceding sentence, there shall be taken into account all relevant terms and conditions, including, without limitation and to the extent applicable, the potential value of such awards at minimum, target and maximum performance levels, and the difficulty of achieving the applicable performance goals.

- iii. Savings and Retirement Plans. During the Change of Control Period, the Executive shall be entitled to participate in all savings and retirement plans, practices, policies and programs applicable generally to the Peer Executives, on comparable terms and conditions, but in no event shall such plans,

practices, policies and programs provide the Executive with retirement or savings opportunities, in each case, less favorable, in the aggregate, to the Executive than those provided by the Company and the Affiliated Companies to the Executive at the Relevant Time.

iv. **Welfare Benefit Plans.** During the Change of Control Period, the Executive and/or the Executive's family, as the case maybe, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and the Affiliated Companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Welfare Benefits") to the extent applicable generally to the Peer Executives, on comparable terms and conditions, but in no event shall such Welfare Benefits for the Executive be substantially less favorable, in the aggregate, to the Executive than the Welfare Benefits provided by the Company and the Affiliated Companies to the Executive at the Relevant Time.

5. **Termination of Employment.**

a. **Cause.** The Company may terminate the Executive's employment during the Employment Period for Cause or without Cause. For purposes of this Agreement, "Cause" shall mean:

- i. the willful or gross neglect by the Executive to perform his or her employment duties with the Company or one of its Affiliated Companies in any material respect; or
- ii. the plea of guilty or nolo contendere to, or conviction for, the commission of a felony offense by the Executive; or
- iii. a material breach by the Executive of a fiduciary duty owed to the Company or one of its Affiliated Companies; or
- iv. a material breach by the Executive of any nondisclosure, non-solicitation or non-competition obligation owed to the Company or any of its Affiliated Companies; or
- v. a clearly established, willful and material violation by the Executive of the Company's Code of Conduct; or
- vi. a willful and material act by the Executive that represents a gross breach of trust that is inconsistent with the Executive's position of authority with the Company and is materially and demonstrably injurious to the Company including through potential loss of reputation.

Prior to a termination for Cause, except in the case of a termination for (a)(ii) or in the case of a matter where there can be no reasonable opportunity to cure, the Executive shall be given notice and an opportunity to effectuate a cure as determined by the Company in its reasonable discretion.

For purposes of this provision, no act or failure to act, on the part of the Executive, shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company.

b. **Good Reason.** The Executive's employment may be terminated by the Executive for Good Reason but only after a Change of Control during the Change of Control Period. Good Reason shall mean:

- i. A material diminution in the Executive's Annual Base Salary;
- ii. A material diminution in the Executive's authority, duties, or responsibilities (other than as permitted by Section 4(a)(i) hereof);

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- iii. A material change in the geographic location at which the Executive must perform services for the Company in violation of Section 4(a)(ii) hereof; or
- iv. Any other action or inaction that constitutes a material breach by the Company of this Agreement

c. **Notice of Termination; Opportunity to Cure.** Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 20(c) of this Agreement. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon; (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) specifies the Date of Termination (as defined below). If the Executive is terminating employment for Good Reason: (i) the Executive shall give the Company the Notice of Termination within 60 days following the event giving rise to the Executive's Good Reason termination; and (ii) the Company shall have a period of 30 days after receiving the Notice of Termination to remedy the action or inaction on which Good Reason is based. If the Company fails to remedy the action or inaction on which Good Reason is based within such 30-day period, the Executive may terminate his or her employment for Good Reason within 30 days after the end of the cure period.

d. **Date of Termination.** "Date of Termination" means if the Executive's employment is terminated by the Company or by the Executive, the date of receipt of the Notice of Termination or any date within 30 days thereafter that is specified in the Notice of Termination.

6. **Obligations of the Company upon Termination.**

a. **Involuntary Termination of Employment, other than for Cause, absent a Change of Control.** If the Company terminates the Executive's employment other than for Cause prior to a Change of Control:

- i. The Company shall pay to the Executive (in the form and at the times described below) the following:

- a. Within five days of the Date of Termination, a single lump sum of: (1) the Executive's then current unpaid and outstanding Annual Base Salary through the Date of Termination; (2) the Executive's annual incentive assuming target performance for the calendar year in which the Date of Termination occurs (the "Target Incentive") prorated by multiplying such Target Incentive by a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365; plus (3) any accrued unpaid vacation pay, and
- b. A severance payment equal to one (1) times the sum of (x) the Executive's then current base salary and (y) the Executive's Target Incentive, payable monthly over a one (1)-year period.
- ii. The Company shall also pay the Executive a lump sum cash payment within five days following the Executive's Date of Termination equal to the cost of health coverage for one (1) year, based on the monthly COBRA cost of such coverage under the Company's health plan pursuant to Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code") on the Date of Termination.
- iii. The Company shall, at its sole expense as incurred, provide the Executive with outplacement services the scope and provider of which shall be reasonable and consistent with industry practice for similarly situated executives and consistent with Section 19(b) of this Agreement.
- iv. To the extent not already paid or provided, the Company shall timely pay or provide the Executive with any other benefits in accordance with the terms of the applicable plans.
- b. Involuntary Termination of Employment, other than for Cause, or Good Reason Termination, following a Change of Control. If during the Change of Control Period, the Company shall terminate the Executive's employment other than for Cause, or the Executive shall terminate employment for Good Reason:
 - i. The Company shall pay to the Executive (in the form and at the times described below) the following:
 - a. Within five days of the Date of Termination a single lump sum of: (1) the Executive's then current unpaid and outstanding Annual Base Salary through the Date of Termination; (2) the Executive's annual incentive assuming target

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performance for the calendar year in which the Date of Termination occurs (the "Target Incentive") prorated by multiplying such Target Incentive by a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365; plus (3) any unpaid accrued vacation pay, and

- b. Within five days of the Date of Termination (unless otherwise prohibited by Section 19 (c)), a Severance payment equal to two (2) times the sum of (x) the Executive's Annual Base Salary and (y) the Executive's Target Incentive, payable in a single lump sum.
- ii. The Company shall also pay the Executive a lump sum cash payment within five days following the Executive's Date of Termination equal to the cost of health coverage for two (2) years, based on the monthly COBRA cost of such coverage under the Company's health plan pursuant to Section 4980B of the Code on the Date of Termination.
- iii. The Company shall, at its sole expense as incurred, provide the Executive with outplacement services the scope and provider of which shall be reasonable and consistent with industry practice for similarly situated executives and consistent with Section 19(b) of this Agreement.
- iv. The Company shall timely pay or deliver to the Executive any vested incentive compensation (equity and/or cash) in accordance with the terms of the Company's 2016 Omnibus Incentive Plan (or a successor plan, as applicable) and the terms and conditions of the applicable award agreements thereunder, as approved by the Leadership Development and Compensation Committee of the Board of Directors (the "Compensation Committee"), provided however, that with respect to any restricted stock unit award, the Executive shall become fully vested in such award and that with respect to any performance based award (equity and/or cash), the performance goals attached to such award shall be deemed achieved at the greater of target or actual performance levels (if such actual performance is determinable by the Compensation Committee) with no proration.
- v. To the extent not already paid or provided, the Company shall timely pay or provide the Executive with any other benefits in accordance with the terms of the applicable plans.

Notwithstanding the foregoing, except with respect to payments and benefits under Sections 6(a)(i)(a)(1), 6(a)(i)(a)(3), 6(b)(i)(a)(1) and 6(b)(i)(a)(3), all payments and benefits to be provided under this Section 6(a) shall be subject to the Executive's execution and non-revocation of a release substantially in the form attached hereto as Exhibit A. To the extent required by Section 409A of the Code, if payments and benefits subject to a release could be paid in two taxable years pursuant to the terms of this Section 6(a), such payments and benefits shall be paid in the later taxable year.

- c. Cause: Other than for Good Reason. If the Executive's employment is terminated for Cause during the Employment Period, the Company shall provide to the Executive the Executive's then current and outstanding base salary through the Date of Termination, and any other vested benefits payable under applicable plans, and shall have no other obligations under this Severance and Change of Control Agreement.
- 7. Non-exclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of the Affiliated Companies and for which the Executive may qualify, nor, subject to Section 21(g), shall anything herein limit or otherwise affect such rights as the Executive may have under any contract or agreement with the Company or any of the Affiliated Companies. Amounts that are vested benefits or that the Executive is otherwise entitled to receive under any plan, policy, practice or program or any contract or agreement with the Company or any of the Affiliated Companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as

explicitly modified by this Agreement. Notwithstanding the foregoing, if the Executive receives the payments and benefits pursuant to Section 6(a) or 6(b) of this Agreement, the Executive shall not be entitled to any severance pay or benefits under any severance plan, program or policy of the Company and the Affiliated Companies, unless otherwise specifically provided therein in a specific reference to this Agreement.

8. **Full Settlement.** Except with respect to Executive's violation of Sections 10 through 14 of this Agreement, the Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against the Executive or others. In the event of a violation by Executive of any provision of Sections 10 through 14 of this Agreement, the Company may elect to terminate any Severance payments owed to Executive pursuant to Section 6(a)(i)(b) or 6(b)(i)(b), as of the date of such violation. Prior to exercising any such set off, counterclaim, recoupment, defense, or other claim, right or action against the Executive on the basis of a breach of

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Section 10 through 14, the Company shall provide Executive with thirty days advance written notice, specifying in reasonable detail the nature of the breach and providing the Executive within that thirty day period for the opportunity to cure. Upon the request of the Executive, the Executive shall be afforded the opportunity to meet with the General Counsel during such thirty day period with his legal representative.

9. **Parachute Payments.**

- a. Notwithstanding any other provisions of this Agreement to the contrary, in the event that it shall be determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Payments"), would constitute an "excess parachute payment" within the meaning of Section 280G of the Code, the Company shall reduce (but not below zero) the aggregate present value of the Payments under the Agreement to the Reduced Amount (as defined below), if reducing the Payments under this Agreement will provide the Executive with a greater net after-tax amount than would be the case if no such reduction was made. The Payments shall be reduced as described in the preceding sentence only if (i) the net amount of the Payments, as so reduced (and after subtracting the net amount of federal, state and local income and payroll taxes on the reduced Payments), is greater than or equal to (ii) the net amount of the Payments without such reduction (but after subtracting the net amount of federal, state and local income and payroll taxes on the Payments and the amount of Excise Tax (as defined below) to which the Executive would be subject with respect to the unreduced Payments). Only amounts payable under this Agreement shall be reduced pursuant to this Section 9, and any reduction shall be made in accordance with Section 409A of the Code.
- b. The "Reduced Amount" shall be an amount expressed in present value that maximizes the aggregate present value of Payments under this Agreement without causing any Payment under this Agreement to be subject to the Excise Tax, determined in accordance with Section 280G(d)(4) of the Code. The term "Excise Tax" means the excise tax imposed under Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.
- c. All determinations to be made under this Section 9 shall be made by such certified public accounting firm as may be designated by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

10. **Nondisclosure of Confidential Information.** The Executive shall hold in a fiduciary capacity for the benefit of the Company all Confidential Information. During the Employment Period and after termination of the Executive's employment with the Company, for a five year period, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate, disclose or use any Confidential Information to or on behalf of anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this Section 10 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement.

11. **Return of Company's Property.** Upon termination of employment with the Company, or at any time upon the Company's request, Executive shall promptly deliver to the Company all equipment, inventory, drawings, blueprints, manuals, letters, contracts, agreements, notes, notebook records, electronic media, reports, memoranda, formulae, all Confidential Information and all other materials relating to the Company's business, including all copies thereof, which are in the possession, custody or control of Executive.

12. **Noncompetition and Nonsolicitation.** Executive acknowledges and agrees that Confidential Information and Company's goodwill, Customer and Supplier relationships are among Company's most valuable business assets. Executive further acknowledges that his or her position is one of trust, and that he or she will receive and have access to the highest levels of Confidential Information during the Employment Period. Accordingly, Executive expressly covenants and agrees that he or she will not, during the Restricted Period, directly or indirectly, for Executive's benefit or the benefit of others, whether direct or indirect, as an employee, independent contractor, owner, shareholder, partner, limited partner, or otherwise:

- a. own, manage, operate, control or participate in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director, independent contractor or in any other similar capacity with, or have any financial interest in, any Named Company Competitor, or aid or assist any Named Company Competitor in any manner that enhances the ability of such Named Company Competitor to develop, market, sell or provide Competitive Products or Services;

- b. in the Territory, own, manage, operate, control or participate in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director, independent contractor or in any other similar capacity with, or have any financial interest in, any Company Competitor, or aid or assist any Company Competitor in any manner that enhances the ability of such Company Competitor to develop, market, sell or provide Competitive Products or Services; provided nothing in this clause (b) shall restrict Executive from employment with a division or business unit of a Company Competitor that does not provide Competitive Products or Services, or from employment with a Company Competitor where the Executive's responsibilities and activities do not involve the development, marketing, sale or provision of Competitive Products or Services (provided further, for the avoidance of doubt, that all other terms of this Section 12 continue to apply);
- c. aid or assist any person or entity for the purpose of the development, marketing, sale or provision of Competitive Products or Services.
- d. solicit, persuade or induce any individual who is, or was at any time during the last twelve (12) months of the Executive's employment by the Company, an employee of the Company, for the purpose of engaging in the development, marketing, sale or provision of Competitive Products or Services: (i) to terminate or refrain from renewing or extending such employment by the Company, or (ii) to become employed by or enter into a contractual relationship with the Executive or any other individual, person or entity;
- e. solicit, persuade or induce any individual, person or entity which is, or was at any time during the last twelve (12) months of Executive's employment with the Company, a Supplier of critical components to the Company, including, for the avoidance of doubt, any Supplier of Crude Tall Oil, to terminate, reduce or refrain from renewing or extending such Supplier's contractual or other relationship with the Company, or otherwise materially changing such Supplier's volume, terms and conditions; or
- f. solicit, persuade or induce any Customer or Indirect Customer: (i) to terminate, reduce or refrain from renewing, extending, or entering into contractual or other relationships with the Company with regard to the purchase of Competitive Products or Services, or (ii) to become a customer of or enter into any contractual or other business relationship with the Executive or any other individual, person or entity for the purpose of purchasing Competitive Products or Services.

Nothing in the Agreement should be read as limiting Executive from owning less than a five percent share of publicly-traded stock of any entity.

13. Inventions and Discoveries. Executive acknowledges and agrees that Executive's work product and work in process, which includes, but is not limited to, inventions, discoveries, improvements, and business, financial, or marketing concepts (hereinafter referred to as "Employee Work Products") that are conceived or made by Executive, either alone or in conjunction with others, shall be "works made for hire" under the U.S. Copyright Act, 17 U.S.C. §101, et seq., provided such Employee Work Products were (i) conceived or made in performance of Executive's duties for Company; (ii) conceived or made using information received during the course of Executive's employment with the Company, including, but not limited to, Confidential Information; (iii) used during the course of employment with the Company; and/or (iv) conceived or made using the Company's facilities and/or equipment. All such Employee Work Products are the property of the Company and all intellectual property rights thereto including, but not limited to, all patents, copyrights, trademarks, manufacturing know-how and trade secrets, shall be the exclusive property of the Company. Executive agrees to disclose promptly to the Company any and all Employee Work Products and to assign all of Executive's interest in the Employee Work Products to the Company or its designee. Whenever requested to do so by the Company, Executive shall execute, at Company's expense, any and all applications, assignments, or other documents that Company shall deem necessary to protect the Company's interest in the Employee Work Products.

14. Non-disparagement. Executive agrees that he or she will make no unfavorable or disparaging comments, orally or in writing, regarding Company, its Affiliated Companies or their operations, policies, or procedures, and that to do so will constitute a material breach of this Agreement.

15. Remedies. Executive acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of this Agreement, including but not limited to those of Sections 10-14, would be inadequate and difficult to ascertain. Therefore, in the event of a breach or threatened breach by the Executive of any of the provisions of this Agreement, it is agreed that in addition to the Company's remedy at law, the Company shall be entitled to appropriate equitable relief in the form of specific performance, preliminary or permanent injunction, temporary restraining order or any other appropriate equitable remedy which may then be available.

16. Executive Acknowledgements

- a. Executive expressly acknowledges and agrees that (i) the restrictions set forth in this Agreement including, but not limited to, those of Sections 10-14, are reasonable in nature, scope and otherwise; (ii) the restrictions set forth in this Agreement including, but not limited to, those of Sections 10-14, are necessary to protect the Company's assets and legitimate business interests; and (iii) Executive's agreement to observe the restrictions set forth in this Agreement is material consideration for Executive's employment with the Company; (iv) all or a portion of the severance payable under this Agreement shall be considered reasonable compensation payable in consideration of the Executive's covenant not to compete, the precise amount to be determined in accordance with Section 9(c) hereof; and (v) Executive's agreement to observe the restrictions set forth in this Agreement is in material consideration for the protections and valuable consideration given Executive relative to Change-in-Control and severance arrangements.
- b. Executive warrants and represents to the Company that Executive's capabilities and experience are such that the restrictive covenants set forth in Sections 10-14 will not prevent Executive from earning a livelihood and that Executive will be fully able to earn an adequate livelihood if any such restrictive covenants should be specifically enforced against him.

17. Reports to Regulatory and Investigative Bodies.

- a. **Trade Secrets Act.** Pursuant to the federal Defend Trade Secrets Act, Executive acknowledges that he has been notified of the following: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal, and (ii) does not disclose the trade secret, except pursuant to court order.
- b. **Government Agencies.** Notwithstanding any other provision in this Agreement, this Agreement does not prohibit Executive from: (1) filing a charge with or communicating with the National Labor Relations Board, the Equal Employment Opportunity Commission, or another federal, state or local government official for the purpose of reporting or investigating a suspected violation of law; or (2) communicating directly with the U.S. Securities and Exchange Commission about a possible securities law violation.

18. Successors.

- a. This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.
- b. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as provided in Section 18(c), without the prior written consent of the Executive this Agreement shall not be assignable by the Company.
- c. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, with such assumption being an express condition precedent to the consummation of any such transaction. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise. The Company agrees that failure to comply with the provisions of this Section 18(c) shall present irreparable harm and that the Executive shall be entitled to seek injunctive relief on that basis, as well as to retain all legal rights to bring any other legal or equitable claims including without limitation breach of contract and tortious interference with contract claims.

19. Section 409A.

- a. **Compliance.** This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall in all respects be administered in accordance with Section 409A of the Code and the regulations issued thereunder; provided, however, that the tax treatment of benefits under this Agreement is not warranted or

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guaranteed Notwithstanding anything in the Agreement to the contrary, distributions may only be made under the Agreement upon a Section 409A "separation from service" or other event permitted by Section 409A, and in a manner permitted by Section 409A of the Code or an applicable exemption. For purposes of Section 409A of the Code, the right to a series of payments under the Agreement shall be treated as a right to a series of separate payments. The Executive may not, directly or indirectly designate the calendar year of a payment.

- b. **Reimbursements.** All reimbursements and in-kind benefits provided under the Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (ii) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; (iii) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit; and (iv) reimbursement shall be provided for expenses incurred during the period specified in this Agreement, or if no such period is specified, during the Executive's lifetime. If reimbursements are made with respect to outplacement services or outplacement services are provided, such reimbursements or outplacement services shall be provided in accordance with the requirements of Section 409A, including the requirement that such reimbursements be incurred or services be provided by the end of the second year after the year in which the Date of Termination occurs and all reimbursement payments be made by the end of the third year after the year in which the Date of Termination occurs.
- c. **Specified Employee.** Notwithstanding any provision in this Agreement to the contrary, if the Executive is a "specified employee" of a publicly traded corporation under Section 409A on the Executive's Date of Termination and if payment of any amount under this Agreement is required to be delayed for a period of six months after separation from service pursuant to Section 409A of the Code, payment of such amount shall be delayed as required by Section 409A of the Code, and the accumulated postponed amount shall be paid in a lump sum payment within 10 days after the end of the six-month period. If the Executive dies during the postponement period prior to the payment of postponed amount, the amounts withheld on account of Section 409A of the Code shall be paid to the personal representative of the Executive's estate within 60 days after the date of Executive's death. A "specified employee" shall mean an employee who, at any time during the 12-month period ending on the identification date, is a "specified employee" under Section 409A of the Code, as determined by the Compensation Committee of the Board. The determination of "specified employees," including the number and identity of persons considered "specified employees" and the identification date, shall be made by the Compensation Committee in accordance with the provisions of Sections 416(i) and 409A of the Code and the regulations issued thereunder.

20. **Recoupment.** Any amounts paid to Executive hereunder shall be subject to recoupment pursuant to the terms of any recoupment policy the Company may adopt and as such policy may be from time to time amended, in any case as in effect immediately prior to the Effective Date.

21. **Miscellaneous.**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. The parties agree that any controversy or claim arising out of or relating to this Agreement shall be brought in courts of the State of Delaware or in the United States District Court in Delaware, and the parties hereby waive any claim or defense that such forum is inconvenient or otherwise improper.
- b. The provisions of Sections 10-14 of this Agreement shall survive the termination of the Executive's employment with the Company.
- c. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Terry Dyer

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If to the Company:

Ingevity Corporation

4920 O'Hear Avenue

Suite 400

North Charleston, SC 29405

Attention: General Counsel

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision, and this Agreement shall be reformed, construed, and enforced as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein. If a final judicial determination is made by a court having jurisdiction that the time or scope of any provision in this Agreement is unreasonable or otherwise unenforceable, such provision shall not be rendered void but shall be deemed amended to apply to the maximum extent the court determines enforceable.
- e. The Company may withhold from any amounts payable under this Agreement such U.S. federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.
- f. The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 5(c)(i)-(iv) of this Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.
- g. The terms of this Agreement, upon its execution, supersede any other agreement between the parties with respect to the subject matter hereof. The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will", subject in full to the obligations of the Company under Section 6 and set forth elsewhere herein.
- h. In the event of a conflict between the terms of this Agreement and the terms of any individual grant relating to incentive compensation (cash or equity), the terms of this Agreement, representing the decision of the Compensation Committee, shall govern.

IN WITNESS WHEREOF, the Corporation Executive has hereunto set the Executive's hand and, pursuant to the authorization from its Board of Directors, the Company has caused this Third Amended and Restated Certificate of Incorporation Agreement to be signed by Stacy L. Cozad, executed in its Executive Vice President, General Counsel name on its behalf, all as of the day and Secretary, this 23rd day of April, 2024, year first set forth below.

INGEVITY CORPORATION

By /s/ John C. FortsonName: John C. FortsonTitle: President and Chief Executive Officer

By:

Dated as of July 3, 2024

EXECUTIVE

/s/ Terry Dyer

Name: Terry Dyer

Exhibit 10.4

EXHIBIT A

RELEASE

In consideration of the severance benefits offered to me by Ingevity Corporation (the "Company") under the Severance and Change of Control Agreement dated as of _____ (the "Agreement") and other consideration, I on behalf of myself, and on behalf of my heirs, administrators, representatives, successors, and assigns (the "Releasors"), hereby release acquit and forever discharge the Company, all of its past, present and future subsidiaries and affiliates and all of their respective directors, officers, employees, agents, trustees, partners, shareholders, consultants, independent contractors and representatives, all of their respective heirs, successors, and assigns and all persons acting by, through, under or in concert with them (the "Releasees") from any and all claims, charges, complaints, obligations, promises, agreements, controversies, damages, remedies, demands, actions, causes of action, suits, rights, costs, debts, expenses and liabilities that the Releasors might otherwise have asserted arising out of my employment with the Company and its subsidiaries and affiliates, including the termination of that employment.

However, the Releasors are not releasing any rights under (i) any qualified employee retirement plan; (ii) any claim for compensation and benefits to be provided to me under the Agreement; (ii) any claim for vested benefits or benefits that I am otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company or any of the Affiliated Companies at or subsequent to the Date of Termination; (iii) any claim related to my indemnification as an officer, director and employee of the Affiliated Companies under the Company's Certificate of Incorporation or By-Laws; or (iv) any rights or claims that may arise after the date on which I sign this release (the "Release"). Those rights shall survive unaffected by this Release.

I understand that, as a consequence of my signing this Release, I am giving up, any and all rights I might otherwise have with respect to my employment and the termination of that employment including but not limited to rights under (1) the Age Discrimination in Employment Act of 1967, as amended; (2) any and all other federal, state, or municipal laws prohibiting discrimination in employment on the basis of sex, race, national origin, religion, age, handicap, or other invidious factor, or retaliation; and (3) any and all theories of contract or tort law related to my employment or termination thereof, whether based on common law or otherwise.

I acknowledge and agree that:

A. The benefits I am receiving under the Agreement constitute consideration over and above any benefits that I might be entitled to receive without executing this Release.

B. The Company advised me in writing to consult with an attorney prior to signing this Release.

C. I was given a period of at least twenty-one (21) days within which to consider this Release; and

D. The Company has advised me of my statutory right to revoke my agreement to this Release at any time within seven (7) days of my signing this Release by delivering written notice of such revocation to Ingevity Corporation, Attn: General Counsel, 4920 O'Hear Avenue, Suite 400, North Charleston, SC 29405, and this Release shall be come final and binding if no such notice of revocation is received by the Company within such seven (7) day period.

I warrant and represent that my decision to sign this Release was (1) entirely voluntary on my part; (2) not made in reliance on any inducement, promise, or representation, whether express or implied, other than the inducements, representations, and promises expressly set forth herein and in the Agreement and (3) did not result from any threats or other coercive activities to induce my agreement to this Release.

If I exercise my right to revoke this Release within seven (7) days of my execution of this Release, I warrant and represent that I will: (1) notify the Company in writing, in accordance with the attached Agreement, of my revocation of this Release, and (2) simultaneously return in full any consideration received from the Company or any employee benefit plan sponsored by the Company.

The parties agree that this release shall not affect the rights and responsibilities of the US Equal Employment Opportunity Commission (hereinafter "EEOC") to enforce the Age Discrimination in Employment Act of 1967, as amended and other laws. In addition, the parties agree that this release shall not be used to justify interfering with my protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC. The parties further agree that the Releasors knowingly and voluntarily waive all rights or claims that arose prior to the date hereof that the Releasors may have against the Releasees to receive any benefit or remedial relief (including, but not limited to, reinstatement, back pay, front pay, damages, attorneys' fees, experts' fees) as a consequence of any investigation or proceeding conducted by the EEOC.

The provisions of this Release are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Release shall be construed in accordance with its fair meaning and in accordance

with the laws of the State of Delaware, without regard to conflicts of laws principles. Capitalized terms used but not defined herein shall have the meanings set forth in the Severance and Change of Control Agreement. I further warrant and represent that I fully understand and appreciate the consequences of my signing this Release. Notwithstanding any other provision in this Release, the parties agree that this Release does not prohibit me from: (1) filing a charge with or communicating with the National Labor Relations Board, the Equal Employment Opportunity Commission, or another federal, state or local government official for the purpose of reporting or investigating a suspected violation of law; or (2) communicating directly with the U.S. Securities and Exchange Commission about a possible securities law violation.

[Signature Block]

EXHIBIT B

NAMED COMPANY COMPETITORS

"Named Company Competitor" means [*****].

EXHIBIT C

TERRITORY

"Territory" means [*****].

July 3, 2024

Ryan Fisher

[Address]

Dear Ryan,

We are pleased to provide written confirmation of our offer of employment with Ingevity Corporation ("Company") as Senior Vice President, General Counsel and Corporate Secretary reporting to me based at our global headquarters in North Charleston, South Carolina, effective as of June 27, 2024.

Your compensation for this position will be \$33,333.33 monthly (\$400,000 annually), paid on the last working day of each month. In addition to your base salary, you will be eligible to participate in the following Company plans and programs:

- **Annual Short - Term Incentive Plan:** Your annual incentive target for this position will be 60% of your base salary beginning with the 2024 plan year. Your target award for this position will not be prorated based on your start date for the 2024 plan year and will be paid in 2025, subject to satisfactory performance against objectives associated with the plan in which you participate. Payouts under the Ingevity Incentive Plan are funded primarily by Ingevity financial performance and directly influenced by your individual performance and may range from 0% to 200%.

- **Long-Term Incentive Program:** You will remain eligible to participate in Ingevity's performance based Long-Term Incentive Program. Beginning with awards granted in 2025, your target level will be 100% of your base salary for your total target award opportunity under the 2025 Long-Term Incentive Program. Awards under this Program are not automatic and are based on job performance, anticipated future contributions, and other factors. Awards are at the sole discretion of the Talent & Compensation Committee of the Board of Directors.
 - The type and mix of Long-Term Incentive Program Awards are subject to change, as determined by the Talent & Compensation Committee. By way of illustration only, equity awards granted in 2024 under the Company's Long-Term Incentive Program generally consisted of:
 - 40% Service-based restricted stock units (RSUs) with 3-year ratable vesting
 - 60% Performance-based restricted stock units (PSUs) with 3-year cliff vesting
 - PSUs may vest between 0% and 200% based on the company's financial attainment against pre-established metrics over a 1-year performance period, subject to a TSR modifier, which could cause PSUs to vest up to 250%
- **Promotion Equity Award:** You will receive a one-time equity grant of \$120,000 with a grant date of July 5, 2024, allocated and payable in accordance with the current 2024 Long-Term Incentive Plan and, in the case of PSUs, subject to pre-established metrics over the 1-year performance period:
 - \$72,000 PSUs with 3-year cliff vesting
 - \$48,000 RSUs with 3-year ratable vesting on the anniversary of the grant date
- **Severance and Change of Control Agreement:** You will be entitled to severance protections in accordance with, and subject to the terms and conditions of, the Severance and Change of Control Agreement enclosed herewith.
- You will remain eligible to participate in Ingevity's Health and Welfare, Retirement Savings, Deferred Compensation Plan, Vacation, and other benefit plans.

The above stated plans or programs are reviewed periodically, and may be amended based on Company goals, business needs and legal requirements.

Compliance with Section 409A

It is intended that the provisions of this letter agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and all arrangements set forth herein shall be construed, interpreted and implemented in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A; provided, however, that the tax treatment of benefits under this letter agreement is not warranted or guaranteed.

For purposes of any payments to be made upon your termination of employment, such term will mean your "separation from service" as defined under Section 409A. In the event that any payments under this letter agreement constitute "deferred compensation" subject to Section 409A and you are a "specified employee" as defined under Section 409A, no such payments will be made until six (6) months following your termination of employment, or if earlier, the date of your death. Any such payments that are delayed will be paid six (6) months following your termination, or, if earlier, the date of your death.

Eligibility / Employment At Will

The above stated offer is contingent upon a satisfactory background check.

Exhibit 10.5

All employment at Ingevity, contingent or otherwise, is at-will. All policies, manuals or similar documents are meant to be an explanation of policies or programs and do not change the terms of your at-will employment. Either you or Ingevity may terminate your employment at any time.

Other Ingevity Policies

As Senior Vice President, General Counsel and Corporate Secretary, you will be subject to Ingevity's Stock Ownership Guidelines, as in effect from time to time. Currently, the Stock Ownership Guidelines require that you achieve stock ownership at a level equal to two times your base salary, and that you to retain 50 percent of the net shares received under Long-Term Incentive Plan awards until that stock ownership level is met.

Any compensation paid to you shall be subject to recoupment pursuant to the terms of any recoupment policy the Company may adopt and as such policy may be from time to time amended.

More information about Ingevity's stock ownership guidelines, recoupment policy and other applicable Company policies (including Ingevity's Insider Trading Policy and Code of Conduct) will be reviewed upon acceptance of this offer.

If the terms of this offer are acceptable, please indicate your agreement by signing, dating and returning this offer letter and the enclosed Severance and Change of Control Agreement to me by July 10, 2024.

Best,

/s/ John C. Fortson

John C. Fortson
President and CEO

ACCEPTED AND AGREED:

/s/ Ryan C. Fisher

Name: Ryan C. Fisher

Date: 7/3/2024

Exhibit 10.6

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL AND (ii) THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL. SUCH EXCLUDED INFORMATION IS DENOTED BY ASTERISKS IN BRACKETS [*****].

SEVERANCE AND CHANGE OF CONTROL AGREEMENT

THIS SEVERANCE AND CHANGE OF CONTROL AGREEMENT (the "Agreement") by and between Ingevity Corporation, a Delaware corporation (together with its Affiliated Companies, as hereafter defined, being the "Company"), and Ryan C. Fisher (the "Executive") is dated as of the date set forth under the Company's signature.

RECITALS

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is in the best interests of the Company and its shareholders to assure that the Company will have the continued dedication and objectivity of the Executive, to provide the Executive with an incentive to continue his or her employment, and to motivate the Executive to achieve and exceed performance goals. The Board also believes it is imperative to diminish the inevitable distraction of the Executive by virtue of the personal uncertainties and risks created by certain involuntary terminations of employment absent Cause (as defined below), to encourage the Executive's full attention and dedication to the Company currently, and to provide the Executive with compensation and benefits arrangements that are competitive with those of other corporations. In addition, the success of the Company's business depends in part on the preservation of its confidential information, trade secrets and goodwill in the markets in which it competes. The Board and Executive have agreed to certain reasonable restrictions on Executive's post-employment activities to protect these legitimate business interests. Therefore, in order to accomplish these objectives, the Board caused the Company to enter into this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Change of Control. For the purpose of this Agreement, a "Change of Control" shall mean:

- a. An acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (i) the then-outstanding shares of Common Stock (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); excluding, however, the following: (A) any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted itself was acquired directly from the Company, (B) any repurchase by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, or (D) any acquisition pursuant to a transaction that complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 1(a); or
- b. Individuals who, as of the date hereof, constitute the Board (such Board shall be hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that, for purposes of this Section 1(b), any individual who becomes a member of the Board subsequent to the date hereof, whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso) shall be considered as though such individual were a member of the Incumbent Board; provided, further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board shall not be so considered as a member of the Incumbent Board; or
- c. The consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"); excluding, however, such a Business Combination pursuant to which (i) all or substantially all of the individuals and entities who are the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination will beneficially own, directly or indirectly, more than 50% of, respectively, the outstanding shares of common stock, and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation that as a result of such transaction owns the Company or all or substantially all of the Company's

assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (other than the Company, any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) will beneficially own, directly or indirectly, 30% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the outstanding voting securities of such corporation entitled to vote generally in the election of directors except to the extent that such ownership derives from ownership of a 30% or more interest in the Outstanding Company Common Stock and/or Outstanding Company Voting Securities that existed prior to the Business Combination, and (iii) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Business Combination; or

- d. The approval by stockholders of a complete liquidation or dissolution of the Company.

2. Certain Other Definitions.

- a. "Affiliated Companies" or "Affiliated Company" shall include any company controlled by, controlling or under common control with the Company.
- b. The "Change of Control Period" means the period commencing on the Effective Date and ending on the second anniversary of such date. The Change of Control Period shall terminate upon the termination of the Executive's employment for any reason.
- c. "Competitive Product or Service" means any product or service that is substantially the same as or similar to any product or service sold or provided by Company during the "Restricted Period" (as defined below) and/or any product or service meant to accomplish the same or a similar purpose as, and/or to serve as a substitute for, products or services sold or provided by Company during the Term.
- d. "Company Competitor" means any business providing a Competitive Product or Service, and for the avoidance of doubt, includes the Named Company Competitors set forth on Exhibit B to this Agreement.
- e. "Confidential Information" means information relating to the Company or any of the Affiliated Companies, which has value to the Company or its Affiliated Companies and is not generally available to the public. This includes, but is not limited to, Customer lists, Company know-how, designs, formulae, processes, devices, machines, business contracts, financial data, inventions, research or development projects, plans for future development, materials of a business nature including marketing information, strategies and concepts, and pricing strategies.
- f. "Customer" means any person or entity that is a customer of Company as of the Termination Date (i.e., has an ongoing business relationship as of that date, whether or not there are then current outstanding commitments). Customer shall also include any prospective customer whose business you have actively been seeking on behalf of the Company within the six months prior to your Termination Date.
- g. The "Effective Date" shall mean the first date during the Employment Period on which a Change of Control occurs.
- h. The "Employment Period" shall mean the period commencing on the date hereof and ending on the third anniversary of the date hereof, as subsequently extended as described below. The Employment Period shall be automatically extended for successive one-year periods unless the Company notifies the Executive in writing, at least six months prior to the end of the then current term that the Employment Period will not be extended. The Employment Period shall further be automatically extended immediately prior to any Change in Control such that the Employment Period (and this Agreement) shall be in effect throughout the entire Change in Control Period.
- i. "Indirect Customer" means any person or entity to whom Ingevity's direct Customer supplies product that incorporates the Company's products. In the case of the Company's automotive carbon business, Indirect Customer includes the automobile manufacturers and any business that supplies product to an automobile manufacturer that includes the Company's products.
- j. "Named Company Competitors" means those companies identified as such on Exhibit B.
- k. "Peer Executives" shall mean, at any given time, the other persons employed by the Company or any of the Affiliated Companies who were, immediately before the Effective Date, party to agreements with the Company substantially in the form of this Agreement.

- l. "Separation from Service" shall mean a separation from service as defined in Treasury Regulation Section 1.409A-1(h).
- m. "Supplier" means any supplier or vendor of any product or service to Company that Company, in turn, provides to or procures for any Customer.
- n. "Relevant Time" shall mean immediately before the Effective Date.
- o. "Restricted Period" means the Employment Period, including any extension or renewal thereof, plus a period of twelve (12) months following termination of Executive's employment with Company for any reason. In the event Executive is found by a Court of competent jurisdiction to have violated any of the provisions of Sections 10-14 of this Agreement, the Restricted Period shall be extended by any such period of non-compliance.
- p. "Territory" means the territory set forth in Exhibit C to this Agreement.

3. **Employment Term:** The Company hereby agrees to continue the Executive in its employ, subject to the terms and conditions of this Agreement, for the Employment Period.

4. **Terms of Employment:**

a. **Position and Duties:**

- i. During the Change of Control Period, there shall be no material reduction in any of the Executive's position, authority, duties, responsibilities or salary grade as compared to those held, exercised and assigned to the Executive at the Relevant Time. Notwithstanding the foregoing, a change in title by itself shall not be a violation of this Section 4(a)(i); provided that the Executive continues to have responsibilities and authority that are, in the aggregate and in all material respects, comparable to those held by the Executive at the Relevant Time.
- ii. During the Change of Control Period, the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date, or at any other location that does not result in the Executive's commuting distance from the Executive's residence being increased by more than 30 miles; provided, that if the Executive voluntarily changes his or her residence after the Effective Date, then a new work location shall not be considered to have increased the Executive's commuting distance by more than 30 miles unless such an increase both (1) occurs in relation to the Executive's new residence; and (2) would have occurred even if the Executive had not changed his or her residence.
- iii. During the Change of Control Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable good faith efforts to perform such responsibilities consistent with his or her past practice. During the Change of Control or Employment Periods it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees; (B) deliver lectures, fulfill speaking engagements or teach at educational institutions; or (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such other activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company.

b. **Compensation:**

- i. **Base Salary.** During the Change of Control Period, the Executive shall receive an annual base salary ("Annual Base Salary") which shall be not less than the Executive's annual base salary from the Company and the Affiliated Companies as in effect immediately before the Effective Date. Any increase in Annual Base Salary during the Change of Control Period shall not serve to limit or reduce any other obligation to the Executive under this Agreement, and the Annual Base Salary shall not be reduced during the Change of Control Period.
- ii. **Incentive Compensation Opportunities.** In addition to the Annual Base Salary, the Executive shall be granted, during the Change of Control Period, cash-based and equity-based awards representing

Exhibit 10.6

the opportunity to earn incentive compensation on terms and conditions no less favorable to the Executive, in the aggregate, than those provided generally at any time after the Effective Date to the Peer Executives or, if more favorable to the Executive, than those provided by the Company and the Affiliated Companies for the Executive at the Relevant Time. In determining whether the Executive's incentive compensation opportunities during the Change of Control Period meet the requirements of the preceding sentence, there shall be taken into account all relevant terms and conditions, including, without limitation and to the extent applicable, the potential value of such awards at minimum, target and maximum performance levels, and the difficulty of achieving the applicable performance goals.

- iii. **Savings and Retirement Plans.** During the Change of Control Period, the Executive shall be entitled to participate in all savings and retirement plans, practices, policies and programs applicable generally to the Peer Executives, on comparable terms and conditions, but in no event shall such plans, practices, policies and programs provide the Executive with retirement or savings opportunities, in each case, less favorable, in the aggregate, to the Executive than those provided by the Company and the Affiliated Companies to the Executive at the Relevant Time.
- iv. **Welfare Benefit Plans.** During the Change of Control Period, the Executive and/or the Executive's family, as the case maybe, shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and the Affiliated Companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) (collectively, "Welfare Benefits") to the extent applicable generally to the Peer Executives, on comparable terms and conditions, but in no event shall such Welfare Benefits for the Executive be substantially less favorable, in the aggregate, to the Executive than the Welfare Benefits provided by the Company and the Affiliated Companies to the Executive at the Relevant Time.

5. **Termination of Employment:**

- a. **Cause.** The Company may terminate the Executive's employment during the Employment Period for Cause or without Cause. For purposes of this Agreement, "Cause" shall mean:
 - i. the willful or gross neglect by the Executive to perform his or her employment duties with the Company or one of its Affiliated Companies in any material respect; or

- ii. the plea of guilty or nolo contendere to, or conviction for, the commission of a felony offense by the Executive; or
- iii. a material breach by the Executive of a fiduciary duty owed to the Company or one of its Affiliated Companies; or
- iv. a material breach by the Executive of any nondisclosure, non-solicitation or non-competition obligation owed to the Company or any of its Affiliated Companies; or
- v. a clearly established, willful and material violation by the Executive of the Company's Code of Conduct; or
- vi. a willful and material act by the Executive that represents a gross breach of trust that is inconsistent with the Executive's position of authority with the Company and is materially and demonstrably injurious to the Company including through potential loss of reputation.

Prior to a termination for Cause, except in the case of a termination for (a)(ii) or in the case of a matter where there can be no reasonable opportunity to cure, the Executive shall be given notice and an opportunity to effectuate a cure as determined by the Company in its reasonable discretion.

For purposes of this provision, no act or failure to act, on the part of the Executive, shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company.

- b. **Good Reason.** The Executive's employment may be terminated by the Executive for Good Reason but only after a Change of Control during the Change of Control Period. Good Reason shall mean:

- i. A material diminution in the Executive's Annual Base Salary;

Exhibit 10.6

- ii. A material diminution in the Executive's authority, duties, or responsibilities (other than as permitted by Section 4(a)(i) hereof);
- iii. A material change in the geographic location at which the Executive must perform services for the Company in violation of Section 4(a)(ii) hereof; or
- iv. Any other action or inaction that constitutes a material breach by the Company of this Agreement

- c. **Notice of Termination; Opportunity to Cure.** Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 20(c) of this Agreement. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon; (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) specifies the Date of Termination (as defined below). If the Executive is terminating employment for Good Reason: (i) the Executive shall give the Company the Notice of Termination within 60 days following the event giving rise to the Executive's Good Reason termination; and (ii) the Company shall have a period of 30 days after receiving the Notice of Termination to remedy the action or inaction on which Good Reason is based. If the Company fails to remedy the action or inaction on which Good Reason is based within such 30-day period, the Executive may terminate his or her employment for Good Reason within 30 days after the end of the cure period.

- d. **Date of Termination.** "Date of Termination" means if the Executive's employment is terminated by the Company or by the Executive, the date of receipt of the Notice of Termination or any date within 30 days thereafter that is specified in the Notice of Termination.

6. **Obligations of the Company upon Termination.**

- a. **Involuntary Termination of Employment, other than for Cause, absent a Change of Control.** If the Company terminates the Executive's employment other than for Cause prior to a Change of Control:

- i. The Company shall pay to the Executive (in the form and at the times described below) the following:

- a. Within five days of the Date of Termination, a single lump sum of: (1) the Executive's then current unpaid and outstanding Annual Base Salary through the Date of Termination; (2) the Executive's annual incentive assuming target performance for the calendar year in which the Date of Termination occurs (the "Target Incentive") prorated by multiplying such Target Incentive by a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365; plus (3) any accrued unpaid vacation pay, and
- b. A severance payment equal to one (1) times the sum of (x) the Executive's then current base salary and (y) the Executive's Target Incentive, payable monthly over a one (1)-year period.

- ii. The Company shall also pay the Executive a lump sum cash payment within five days following the Executive's Date of Termination equal to the cost of health coverage for one (1) year, based on the monthly COBRA cost of such coverage under the Company's health plan pursuant to Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code") on the Date of Termination.

- iii. The Company shall, at its sole expense as incurred, provide the Executive with outplacement services the scope and provider of which shall be reasonable and consistent with industry practice for similarly situated executives and consistent with Section 19(b) of this Agreement.

- iv. To the extent not already paid or provided, the Company shall timely pay or provide the Executive with any other benefits in accordance with the terms of the applicable plans.

b. Involuntary Termination of Employment, other than for Cause, or Good Reason Termination, following a Change of Control. If during the Change of Control Period, the Company shall terminate the Executive's employment other than for Cause, or the Executive shall terminate employment for Good Reason:

i. The Company shall pay to the Executive (in the form and at the times described below) the following:

Exhibit 10.6

- a. Within five days of the Date of Termination a single lump sum of: (1) the Executive's then current unpaid and outstanding Annual Base Salary through the Date of Termination; (2) the Executive's annual incentive assuming target performance for the calendar year in which the Date of Termination occurs (the "Target Incentive") prorated by multiplying such Target Incentive by a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365; plus (3) any unpaid accrued vacation pay, and
- b. Within five days of the Date of Termination (unless otherwise prohibited by Section 19 (c)), a Severance payment equal to two (2) times the sum of (x) the Executive's Annual Base Salary and (y) the Executive's Target Incentive, payable in a single lump sum.

- ii. The Company shall also pay the Executive a lump sum cash payment within five days following the Executive's Date of Termination equal to the cost of health coverage for two (2) years, based on the monthly COBRA cost of such coverage under the Company's health plan pursuant to Section 4980B of the Code on the Date of Termination.
- iii. The Company shall, at its sole expense as incurred, provide the Executive with outplacement services the scope and provider of which shall be reasonable and consistent with industry practice for similarly situated executives and consistent with Section 19(b) of this Agreement.
- iv. The Company shall timely pay or deliver to the Executive any vested incentive compensation (equity and/or cash) in accordance with the terms of the Company's 2016 Omnibus Incentive Plan (or a successor plan, as applicable) and the terms and conditions of the applicable award agreements thereunder, as approved by the Leadership Development and Compensation Committee of the Board of Directors (the "Compensation Committee"), provided however, that with respect to any restricted stock unit award, the Executive shall become fully vested in such award and that with respect to any performance based award (equity and/or cash), the performance goals attached to such award shall be deemed achieved at the greater of target or actual performance levels (if such actual performance is determinable by the Compensation Committee) with no proration.
- v. To the extent not already paid or provided, the Company shall timely pay or provide the Executive with any other benefits in accordance with the terms of the applicable plans.

Notwithstanding the foregoing, except with respect to payments and benefits under Sections 6(a)(i)(a)(1), 6(a)(i)(a)(3), 6(b)(i)(a)(1) and 6(b)(i)(a)(3), all payments and benefits to be provided under this Section 6(a) shall be subject to the Executive's execution and non-revocation of a release substantially in the form attached hereto as Exhibit A. To the extent required by Section 409A of the Code, if payments and benefits subject to a release could be paid in two taxable years pursuant to the terms of this Section 6(a), such payments and benefits shall be paid in the later taxable year.

c. Cause: Other than for Good Reason. If the Executive's employment is terminated for Cause during the Employment Period, the Company shall provide to the Executive the Executive's then current and outstanding base salary through the Date of Termination, and any other vested benefits payable under applicable plans, and shall have no other obligations under this Severance and Change of Control Agreement.

7. Non-exclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of the Affiliated Companies and for which the Executive may qualify, nor, subject to Section 21(g), shall anything herein limit or otherwise affect such rights as the Executive may have under any contract or agreement with the Company or any of the Affiliated Companies. Amounts that are vested benefits or that the Executive is otherwise entitled to receive under any plan, policy, practice or program or any contract or agreement with the Company or any of the Affiliated Companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement. Notwithstanding the foregoing, if the Executive receives the payments and benefits pursuant to Section 6(a) or 6(b) of this Agreement, the Executive shall not be entitled to any severance pay or benefits under any severance plan, program or policy of the Company and the Affiliated Companies, unless otherwise specifically provided therein in a specific reference to this Agreement.

8. Full Settlement. Except with respect to Executive's violation of Sections 10 through 14 of this Agreement, the Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against the Executive or others. In the event of a violation by Executive of any provision of

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Sections 10 through 14 of this Agreement, the Company may elect to terminate any Severance payments owed to Executive pursuant to Section 6(a)(i)(b) or 6(b)(i)(b), as of the date of such violation. Prior to exercising any such set off, counterclaim, recoupment, defense, or other claim, right or action against the Executive on the basis of a breach of Section 10 through 14, the Company shall provide Executive with thirty days advance written notice, specifying in reasonable detail the nature of the breach and

providing the Executive within that thirty day period for the opportunity to cure. Upon the request of the Executive, the Executive shall be afforded the opportunity to meet with the General Counsel during such thirty day period with his legal representative.

9. Parachute Payments.

- a. Notwithstanding any other provisions of this Agreement to the contrary, in the event that it shall be determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Payments"), would constitute an "excess parachute payment" within the meaning of Section 280G of the Code, the Company shall reduce (but not below zero) the aggregate present value of the Payments under the Agreement to the Reduced Amount (as defined below), if reducing the Payments under this Agreement will provide the Executive with a greater net after-tax amount than would be the case if no such reduction was made. The Payments shall be reduced as described in the preceding sentence only if (i) the net amount of the Payments, as so reduced (and after subtracting the net amount of federal, state and local income and payroll taxes on the reduced Payments), is greater than or equal to (ii) the net amount of the Payments without such reduction (but after subtracting the net amount of federal, state and local income and payroll taxes on the Payments and the amount of Excise Tax (as defined below) to which the Executive would be subject with respect to the unreduced Payments). Only amounts payable under this Agreement shall be reduced pursuant to this Section 9, and any reduction shall be made in accordance with Section 409A of the Code.
- b. The "Reduced Amount" shall be an amount expressed in present value that maximizes the aggregate present value of Payments under this Agreement without causing any Payment under this Agreement to be subject to the Excise Tax, determined in accordance with Section 280G(d)(4) of the Code. The term "Excise Tax" means the excise tax imposed under Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.
- c. All determinations to be made under this Section 9 shall be made by such certified public accounting firm as may be designated by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

10. Nondisclosure of Confidential Information. The Executive shall hold in a fiduciary capacity for the benefit of the Company all Confidential Information. During the Employment Period and after termination of the Executive's employment with the Company, for a five year period, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate, disclose or use any Confidential Information to or on behalf of anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this Section 10 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement.

11. Return of Company's Property. Upon termination of employment with the Company, or at any time upon the Company's request, Executive shall promptly deliver to the Company all equipment, inventory, drawings, blueprints, manuals, letters, contracts, agreements, notes, notebook records, electronic media, reports, memoranda, formulae, all Confidential Information and all other materials relating to the Company's business, including all copies thereof, which are in the possession, custody or control of Executive.

12. Noncompetition and Nonsolicitation. Executive acknowledges and agrees that Confidential Information and Company's goodwill, Customer and Supplier relationships are among Company's most valuable business assets. Executive further acknowledges that his or her position is one of trust, and that he or she will receive and have access to the highest levels of Confidential Information during the Employment Period. Accordingly, Executive expressly covenants and agrees that he or she will not, during the Restricted Period, directly or indirectly, for Executive's benefit or the benefit of others, whether direct or indirect, as an employee, independent contractor, owner, shareholder, partner, limited partner, or otherwise:

- a. own, manage, operate, control or participate in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director, independent contractor or in any other similar capacity

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with, or have any financial interest in, any Named Company Competitor, or aid or assist any Named Company Competitor in any manner that enhances the ability of such Named Company Competitor to develop, market, sell or provide Competitive Products or Services;

- b. in the Territory, own, manage, operate, control or participate in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director, independent contractor or in any other similar capacity with, or have any financial interest in, any Company Competitor, or aid or assist any Company Competitor in any manner that enhances the ability of such Company Competitor to develop, market, sell or provide Competitive Products or Services; provided nothing in this clause (b) shall restrict Executive from employment with a division or business unit of a Company Competitor that does not provide Competitive Products or Services, or from employment with a Company Competitor where the Executive's responsibilities and activities do not involve the development, marketing, sale or provision of Competitive Products or Services (provided further, for the avoidance of doubt, that all other terms of this Section 12 continue to apply);
- c. aid or assist any person or entity for the purpose of the development, marketing, sale or provision of Competitive Products or Services.
- d. solicit, persuade or induce any individual who is, or was at any time during the last twelve (12) months of the Executive's employment by the Company, an employee of the Company, for the purpose of engaging in the development, marketing, sale or provision of Competitive Products or Services: (i) to terminate or refrain from renewing or extending such employment by the Company, or (ii) to become employed by or enter into a contractual relationship with the Executive or any other individual, person or entity;

- e. solicit, persuade or induce any individual, person or entity which is, or was at any time during the last twelve (12) months of Executive's employment with the Company, a Supplier of critical components to the Company, including, for the avoidance of doubt, any Supplier of Crude Tall Oil, to terminate, reduce or refrain from renewing or extending such Supplier's contractual or other relationship with the Company, or otherwise materially changing such Supplier's volume, terms and conditions; or
- f. solicit, persuade or induce any Customer or Indirect Customer: (i) to terminate, reduce or refrain from renewing, extending, or entering into contractual or other relationships with the Company with regard to the purchase of Competitive Products or Services, or (ii) to become a customer of or enter into any contractual or other business relationship with the Executive or any other individual, person or entity for the purpose of purchasing Competitive Products or Services.

Nothing in the Agreement should be read as limiting Executive from owning less than a five percent share of publicly-traded stock of any entity.

13. Inventions and Discoveries. Executive acknowledges and agrees that Executive's work product and work in process, which includes, but is not limited to, inventions, discoveries, improvements, and business, financial, or marketing concepts (hereinafter referred to as "Employee Work Products") that are conceived or made by Executive, either alone or in conjunction with others, shall be "works made for hire" under the U.S. Copyright Act, 17 U.S.C. §101, et seq., provided such Employee Work Products were (i) conceived or made in performance of Executive's duties for Company; (ii) conceived or made using information received during the course of Executive's employment with the Company, including, but not limited to, Confidential Information; (iii) used during the course of employment with the Company; and/or (iv) conceived or made using the Company's facilities and/or equipment. All such Employee Work Products are the property of the Company and all intellectual property rights thereto including, but not limited to, all patents, copyrights, trademarks, manufacturing know-how and trade secrets, shall be the exclusive property of the Company. Executive agrees to disclose promptly to the Company any and all Employee Work Products and to assign all of Executive's interest in the Employee Work Products to the Company or its designee. Whenever requested to do so by the Company, Executive shall execute, at Company's expense, any and all applications, assignments, or other documents that Company shall deem necessary to protect the Company's interest in the Employee Work Products.

14. Non-disparagement. Executive agrees that he or she will make no unfavorable or disparaging comments, orally or in writing, regarding Company, its Affiliated Companies or their operations, policies, or procedures, and that to do so will constitute a material breach of this Agreement.

15. Remedies. Executive acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of this Agreement, including but not limited to those of Sections 10-14, would be inadequate and difficult to ascertain. Therefore, in the event of a breach or threatened breach by the Executive of any of the provisions of this Agreement, it is agreed that in addition to the Company's remedy at law, the Company shall be entitled to

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appropriate equitable relief in the form of specific performance, preliminary or permanent injunction, temporary restraining order or any other appropriate equitable remedy which may then be available.

16. Executive Acknowledgements

- a. Executive expressly acknowledges and agrees that (i) the restrictions set forth in this Agreement including, but not limited to, those of Sections 10-14, are reasonable in nature, scope and otherwise; (ii) the restrictions set forth in this Agreement including, but not limited to, those of Sections 10-14, are necessary to protect the Company's assets and legitimate business interests; and (iii) Executive's agreement to observe the restrictions set forth in this Agreement is material consideration for Executive's employment with the Company; (iii) all or a portion of the severance payable under this Agreement shall be considered reasonable compensation payable in consideration of the Executive's covenant not to compete, the precise amount to be determined in accordance with Section 9(c) hereof; and (iv) Executive's agreement to observe the restrictions set forth in this Agreement is in material consideration for the protections and valuable consideration given Executive relative to Change-in-Control and severance arrangements.
- b. Executive warrants and represents to the Company that Executive's capabilities and experience are such that the restrictive covenants set forth in Sections 10-14 will not prevent Executive from earning a livelihood and that Executive will be fully able to earn an adequate livelihood if any such restrictive covenants should be specifically enforced against him.

17. Reports to Regulatory and Investigative Bodies

- a. Trade Secrets Act. Pursuant to the federal Defend Trade Secrets Act, Executive acknowledges that he has been notified of the following: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal, and (ii) does not disclose the trade secret, except pursuant to court order.
- b. Government Agencies. Notwithstanding any other provision in this Agreement, this Agreement does not prohibit Executive from: (1) filing a charge with or communicating with the National Labor Relations Board, the Equal Employment Opportunity Commission, or another federal, state or local government official for the purpose of reporting or investigating a suspected violation of law; or (2) communicating directly with the U.S. Securities and Exchange Commission about a possible securities law violation.

18. Successors

- a. This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

b. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as provided in Section 18(c), without the prior written consent of the Executive this Agreement shall not be assignable by the Company.

c. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, with such assumption being an express condition precedent to the consummation of any such transaction. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise. The Company agrees that failure to comply with the provisions of this Section 18(c) shall present irreparable harm and that the Executive shall be entitled to seek injunctive relief on that basis, as well as to retain all legal rights to bring any other legal or equitable claims including without limitation breach of contract and tortious interference with contract claims.

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19. Section 409A.

a. **Compliance.** This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall in all respects be administered in accordance with Section 409A of the Code and the regulations issued thereunder; provided, however, that the tax treatment of benefits under this Agreement is not warranted or guaranteed. Notwithstanding anything in the Agreement to the contrary, distributions may only be made under the Agreement upon a Section 409A "separation from service" or other event permitted by Section 409A, and in a manner permitted by Section 409A of the Code or an applicable exemption. For purposes of Section 409A of the Code, the right to a series of payments under the Agreement shall be treated as a right to a series of separate payments. The Executive may not, directly or indirectly designate the calendar year of a payment.

b. **Reimbursements.** All reimbursements and in-kind benefits provided under the Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (ii) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; (iii) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit; and (iv) reimbursement shall be provided for expenses incurred during the period specified in this Agreement, or if no such period is specified, during the Executive's lifetime. If reimbursements are made with respect to outplacement services or outplacement services are provided, such reimbursements or outplacement services shall be provided in accordance with the requirements of Section 409A, including the requirement that such reimbursements be incurred or services be provided by the end of the second year after the year in which the Date of Termination occurs and all reimbursement payments be made by the end of the third year after the year in which the Date of Termination occurs.

c. **Specified Employee.** Notwithstanding any provision in this Agreement to the contrary, if the Executive is a "specified employee" of a publicly traded corporation under Section 409A on the Executive's Date of Termination and if payment of any amount under this Agreement is required to be delayed for a period of six months after separation from service pursuant to Section 409A of the Code, payment of such amount shall be delayed as required by Section 409A of the Code, and the accumulated postponed amount shall be paid in a lump sum payment within 10 days after the end of the six-month period. If the Executive dies during the postponement period prior to the payment of postponed amount, the amounts withheld on account of Section 409A of the Code shall be paid to the personal representative of the Executive's estate within 60 days after the date of Executive's death. A "specified employee" shall mean an employee who, at any time during the 12-month period ending on the identification date, is a "specified employee" under Section 409A of the Code, as determined by the Compensation Committee of the Board. The determination of "specified employees," including the number and identity of persons considered "specified employees" and the identification date, shall be made by the Compensation Committee in accordance with the provisions of Sections 416(i) and 409A of the Code and the regulations issued thereunder.

20. Recoupment. Any amounts paid to Executive hereunder shall be subject to recoupment pursuant to the terms of any recoupment policy the Company may adopt and as such policy may be from time to time amended, in any case as in effect immediately prior to the Effective Date.

21. Miscellaneous.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. The parties agree that any controversy or claim arising out of or relating to this Agreement shall be brought in courts of the State of Delaware or in the United States District Court in Delaware, and the parties hereby waive any claim or defense that such forum is inconvenient or otherwise improper.

b. The provisions of Sections 10-14 of this Agreement shall survive the termination of the Executive's employment with the Company.

c. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

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If to the Executive:

Ryan C. Fisher

[Address]

If to the Company:

Ingevity Corporation

4920 O'Hear Avenue

Suite 400

North Charleston, SC 29405

Attention: General Counsel

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision, and this Agreement shall be reformed, construed, and enforced as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein. If a final judicial determination is made by a court having jurisdiction that the time or scope of any provision in this Agreement is unreasonable or otherwise unenforceable, such provision shall not be rendered void but shall be deemed amended to apply to the maximum extent the court determines enforceable.
- e. The Company may withhold from any amounts payable under this Agreement such U.S. federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.
- f. The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 5(c)(i)-(iv) of this Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.
- g. The terms of this Agreement, upon its execution, supersede any other agreement between the parties with respect to the subject matter hereof. The Executive and the Company acknowledge that, except as may otherwise be provided under any other written agreement between the Executive and the Company, the employment of the Executive by the Company is "at will", subject in full to the obligations of the Company under Section 6 and set forth elsewhere herein.
- h. In the event of a conflict between the terms of this Agreement and the terms of any individual grant relating to incentive compensation (cash or equity), the terms of this Agreement, representing the decision of the Compensation Committee, shall govern.

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from its Board of Directors, the Company has caused this Agreement to be executed in its name on its behalf, all as of the day and year first set forth below.

INGEVITY CORPORATION

By /s/ Stacy L. Cozad John C. Fortson

Name:

Stacy L.

Cozad John C. Fortson

President and Chief Executive Vice President, General

Title: Counsel and Secretary Officer

EXECUTIVE

/s/ Ryan C. Fisher

Name: Ryan C. Fisher

Dated as of July 3, 2024

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EXHIBIT A

RELEASE

In consideration of the severance benefits offered to me by Ingevity Corporation (the "Company") under the Severance and Change of Control Agreement dated as of _____ (the "Agreement") and other consideration, I on behalf of myself, and on behalf of my heirs, administrators, representatives, successors, and assigns (the "Releasors"), hereby release, acquit and forever discharge the Company, all of its past, present and future subsidiaries and affiliates and all of their respective directors, officers, employees, agents, trustees, partners, shareholders, consultants, independent contractors and representatives, all of their respective heirs, successors, and assigns and all persons

acting by, through, under or in concert with them (the "Releasees") from any and all claims, charges, complaints, obligations, promises, agreements, controversies, damages, remedies, demands, actions, causes of action, suits, rights, costs, debts, expenses and liabilities that the Releasors might otherwise have asserted arising out of my employment with the Company and its subsidiaries and affiliates, including the termination of that employment.

However, the Releasors are not releasing any rights under (i) any qualified employee retirement plan; (ii) any claim for compensation and benefits to be provided to me under the Agreement; (ii) any claim for vested benefits or benefits that I am otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company or any of the Affiliated Companies at or subsequent to the Date of Termination; (iii) any claim related to my indemnification as an officer, director and employee of the Affiliated Companies under the Company's Certificate of Incorporation or By-Laws; or (iv) any rights or claims that may arise after the date on which I sign this release (the "Release"). Those rights shall survive unaffected by this Release.

I understand that, as a consequence of my signing this Release, I am giving up, any and all rights I might otherwise have with respect to my employment and the termination of that employment including but not limited to rights under (1) the Age Discrimination in Employment Act of 1967, as amended; (2) any and all other federal, state, or municipal laws prohibiting discrimination in employment on the basis of sex, race, national origin, religion, age, handicap, or other invidious factor, or retaliation; and (3) any and all theories of contract or tort law related to my employment or termination thereof, whether based on common law or otherwise.

I acknowledge and agree that:

- A. The benefits I am receiving under the Agreement constitute consideration over and above any benefits that I might be entitled to receive without executing this Release.
- B. The Company advised me in writing to consult with an attorney prior to signing this Release.
- C. I was given a period of at least twenty-one (21) days within which to consider this Release; and
- D. The Company has advised me of my statutory right to revoke my agreement to this Release at any time within seven (7) days of my signing this Release by delivering written notice of such revocation to Ingevity Corporation, Attn: General Counsel, 4920 O'Hear Avenue, Suite 400, North Charleston, SC 29405, and this Release shall be come final and binding if no such notice of revocation is received by the Company within such seven (7) day period.

I warrant and represent that my decision to sign this Release was (1) entirely voluntary on my part; (2) not made in reliance on any inducement, promise, or representation, whether express or implied, other than the inducements, representations, and promises expressly set forth herein and in the Agreement and (3) did not result from any threats or other coercive activities to induce my agreement to this Release.

If I exercise my right to revoke this Release within seven (7) days of my execution of this Release, I warrant and represent that I will: (1) notify the Company in writing, in accordance with the attached Agreement, of my revocation of this Release, and (2) simultaneously return in full any consideration received from the Company or any employee benefit plan sponsored by the Company.

The parties agree that this release shall not affect the rights and responsibilities of the US Equal Employment Opportunity Commission (hereinafter "EEOC") to enforce the Age Discrimination in Employment Act of 1967, as amended and other laws. In addition, the parties agree that this release shall not be used to justify interfering with my protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC. The parties further agree that the Releasors knowingly and voluntarily waive all rights or claims that arose prior to the date hereof that the Releasors may have against the Releasees to receive any benefit or remedial relief (including, but not limited to, reinstatement, back pay, front pay, damages, attorneys' fees, experts' fees) as a consequence of any investigation or proceeding conducted by the EEOC.

The provisions of this Release are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Release shall be construed in accordance with its fair meaning and in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles. Capitalized terms used but not defined

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herein shall have the meanings set forth in the Severance and Change of Control Agreement. I further warrant and represent that I fully understand and appreciate the consequences of my signing this Release. Notwithstanding any other provision in this Release, the parties agree that this Release does not prohibit me from: (1) filing a charge with or communicating with the National Labor Relations Board, the Equal Employment Opportunity Commission, or another federal, state or local government official for the purpose of reporting or investigating a suspected violation of law; or (2) communicating directly with the U.S. Securities and Exchange Commission about a possible securities law violation.

[Signature Block]

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EXHIBIT B

NAMED COMPANY COMPETITORS

"Named Company Competitor" means [*****].

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EXHIBIT C

TERRITORY

"Territory" means [*****].

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CERTIFICATIONS

I, John C. Fortson, certify that:

1. I have reviewed this report on Form 10-Q of Ingevity Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **May 2, August 1, 2024**

By: **/S/ JOHN C. FORTSON**
John C. Fortson
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Mary Dean Hall, certify that:

1. I have reviewed this report on Form 10-Q of Ingevity Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **May 2, August 1, 2024**

By: **/S/ MARY DEAN HALL**
Mary Dean Hall
Executive Vice President and Chief Financial Officer

Exhibit 32.1

Certification of CEO Pursuant to

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REFINITIV 

18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

I, John C. Fortson, President and Chief Executive Officer of Ingevity Corporation ("the Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, based on my knowledge that:

1. the Quarterly Report on Form 10-Q of the Company for the quarter ended **March 31, 2024** June 30, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: **May 2, 2024** August 1, 2024

/S/ JOHN C. FORTSON

John C. Fortson
President and Chief Executive Officer

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Exhibit 32.2

**Certification of CFO Pursuant to
18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

I, Mary Dean Hall, Executive Vice President and Chief Financial Officer of Ingevity Corporation ("the Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, based on my knowledge that:

1. the Quarterly Report on Form 10-Q of the Company for the quarter ended **March 31, 2024** June 30, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: **May 2, 2024** August 1, 2024

/S/ MARY DEAN HALL

Mary Dean Hall
Executive Vice President and Chief Financial Officer

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