

CONFIDENTIAL SEPARATION AGREEMENT AND RELEASE

NOTICE: You Waive Certain Legal Rights and Claims By Signing This Agreement **Read This Agreement Carefully**

This Separation Agreement and Release ("Agreement") is made by and among Cathy Newman ("Employee" or "you") and PolyOne Corporation, an Ohio corporation, and its respective parents, affiliates, predecessors, direct and indirect subsidiaries (including but not limited to PolyOne Designed Structures and Solutions LLC and its subsidiaries), joint ventures, and other related corporations or entities, and their officers, directors, employees, agents, successors, and assigns (referred to, collectively and individually, as "PolyOne").

1. Your employment will terminate on October 4, 2013. By entering into this Agreement, you wish to receive severance benefits as described in Attachment C and, in exchange, you wish to resolve all controversies, known or unknown, with PolyOne. PolyOne will voluntarily provide severance benefits to you in exchange for the consideration and promises received from you in this Agreement. This Agreement has been given to you for your consideration on October 4, 2013.
2. For and in consideration of the mutual promises and commitments set forth herein, you and PolyOne agree as follows:
 - A. Your employment with PolyOne will terminate on October 4, 2013.
 - B. You acknowledge that there is no other severance arrangement, plan, procedure, or employment agreement under which you are entitled to or will claim severance.
 - C. PolyOne, in exchange for your acceptance of this Agreement, will provide you with severance benefits that are listed on Attachment C, including cash payment(s), a subsidized coverage period for your current enrollment in medical benefits, and outplacement services. You will begin to receive the periodic severance payment(s), less ordinary deductions and withholding, according to your normal payroll schedule within thirty days of PolyOne receiving the signed Agreement or your termination date, whichever is later. You also agree that, if your termination date is after the date you receive this Agreement, you will execute (and not revoke) a Reaffirmation of Separation Agreement on your termination date, a copy of which is attached as Attachment D, in order to receive the severance benefits.
 - D. If this document is not signed by you and returned to PolyOne on or before the 21st day following the date on which you received this Agreement, this offer is withdrawn, and is null and void.
3. In consideration of receiving the severance benefits, you agree, on behalf of yourself and your heirs, representatives, successors, and assigns, that your termination of employment is permanent and final, and that you waive, release, and forever discharge PolyOne, its directors, officers, employees, and agents and their predecessors and successors from any and all claims, known or unknown, that you have or may have relating to or arising out of your employment with PolyOne and the termination of your employment. This waiver and release includes, but is not limited to, claims of wrongful discharge, breach of express or implied contract, discrimination, fraud, misrepresentation, defamation, liability in tort, claims for compensation or benefits, claims under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the National Labor Relations Act, any other federal, state, or local law relating to employment,

employee benefits, or the termination of employment, and any other claim arising out of or relating to your employment that could be brought in any court, administrative agency, or other forum. This release, however, shall not limit any benefits to which you are entitled under this Agreement, vested pension or retirement benefits, or workers' compensation claims arising out of your employment. You further agree not to assist or cooperate, directly or indirectly, with any person, entity or group (other than the Equal Employment Opportunity Commission or other governmental agency) involved in any proceeding, inquiry or investigation of any kind against or involving PolyOne or any of its Releasees, except as required by law, subpoena or other compulsory process.

4. You waive any right you may have to recover damages or other relief in any claim or suit brought by or through the Equal Employment Opportunity Commission or any other federal, state or local agency under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 as amended, the Americans with Disabilities Act, or any other federal, state or local law, statute, or ordinance, except to the extent such a waiver is prohibited by law.
5. You shall promptly return to PolyOne all of PolyOne's supplies, tools, equipment, computer equipment including software and programs, keys, access cards, credit cards, and PolyOne business information including but not limited to internal documents and reports including all originals and paper and electronic copies thereof. You authorize PolyOne to deduct any amounts you owe to PolyOne from your severance payments and/or vacation pay. This includes amounts you owe on PolyOne credit card accounts for either personal or non-reimbursable business expenses and loans to you by PolyOne.
6. You agree that you will not directly or indirectly make disparaging statements about PolyOne, its products, services, employees, or representatives either orally, in writing, or electronically.
7. You acknowledge that in the course of your employment with PolyOne, you have had access to confidential information proprietary to PolyOne, its vendors, and its customers ("Confidential Information"). Confidential Information includes, without limitation, information relating to procedures, processes, suppliers, customers, costs, prices, products, formulations, recipes, the names, addresses, contact persons, purchasing and sales histories and preferences of PolyOne's suppliers and customers, technical processes, information technology, business plans and strategies, information regarding employees and agents, and other confidential and trade secret information. You specifically acknowledge that the Confidential Information is proprietary to PolyOne, its vendors or its customers and has substantial value to each of them by reason of being confidential, that PolyOne has taken reasonable actions to preserve the confidentiality of the Confidential Information, and that the unauthorized disclosure of any of the Confidential Information to any person or entity may result in damage to PolyOne. You agree not to disclose at any time any Confidential Information to any person or entity without the prior written permission of PolyOne. You acknowledge that your obligation under this paragraph of this Agreement shall survive until the information is disclosed by PolyOne on a non-restrictive basis or, with respect to technical information, becomes generally known. You further acknowledge and agree that this Agreement does not limit but increases the scope of, and shall not affect the enforceability of, any other agreement(s) to which you are subject regarding the subject matter of this paragraph.
8. You agree that in consideration of the payment of the severance benefits, you will not compete with PolyOne by engaging in certain prohibited activities after your employment termination for a period of one calendar year (365 days) from your employment termination date, as set forth in Attachment A. Attachment A applies to you if, at the time of or during the two-year period prior to your employment termination, you had PolyOne sales, sales management, marketing, product management, technical, plant management, manufacturing management, sourcing, or production planning responsibilities or you participated in a long-term incentive plan, Lean Six Sigma Black Belt program, or received an equity based award. Attachment A is included in and is a part of this Agreement. You may request a waiver of this non-competition provision by submitting a written request to PolyOne's General Counsel describing in detail the specific job opportunity or other circumstances for which consent and waiver of the non-competition provision is sought and any limits or restrictions on specific competitive activity with which you would continue to comply.

You understand and agree that PolyOne may grant or deny the request for any reason upon its sole discretion.

9. For one year after your employment terminates you will not directly or indirectly interfere with PolyOne's business by hiring, raiding, or soliciting any of PolyOne's employees to terminate their employment, or disrupt the relationship between PolyOne and any of its consultants, agents, representatives or vendors. You acknowledge that this covenant is necessary to enable PolyOne to maintain a stable workforce and remain in business.
10. You acknowledge that your obligations under this Agreement are reasonable in the context of the nature of PolyOne's business and the competitive injuries likely to be sustained by PolyOne if you violate your obligations. You further acknowledge that this Agreement is made in consideration of, and is adequately supported by the agreement of PolyOne to pay severance benefits, which you acknowledge constitutes good, valuable and sufficient consideration.
11. You will be in violation of this Agreement, including Paragraphs 7, 8, 9 and Attachment A, if you engage in any of the prohibited activities directly as an individual on your own account, or indirectly as a partner, joint venturer, employee, agent, salesperson, consultant, officer and/or director of any firm, association, partnership, corporation or other entity, or as a stockholder of any corporation in which you or your spouse, child or parent owns, directly or indirectly, individually or in the aggregate, more than five percent (5%) of the outstanding stock.
12. If you breach any of the provisions of this Agreement, then PolyOne may immediately terminate all remaining payments and benefits described in this Agreement, and in addition, PolyOne shall be entitled to obtain reimbursement from you of all payments and benefits already provided pursuant to Paragraph 2 of this Agreement, plus any expenses and damages incurred as a result of the breach (including, without limitation, reasonable attorneys' fees), with the remainder of this Agreement, and all promises and covenants herein, remaining in full force and effect.
13. You acknowledge and agree that the remedy at law available to PolyOne for breach of any of your obligations under this Agreement would be inadequate. You therefore agree that in addition to any other rights or remedies that PolyOne may have at law or in equity, PolyOne may seek from a court with competent jurisdiction temporary or permanent injunctive relief to enforce any provision contained in Paragraphs 6, 7, 8, 9 and Attachment A inclusive of this Agreement, without the necessity of proof of actual damage.
14. If it is judicially determined that you violated any of your obligations under Paragraphs 7, 8, 9, and/or Attachment A, then each obligation you are found to have violated shall automatically be extended by a period of time equal in length to the time period during which such violation(s) occurred.
15. PolyOne agrees that it will not challenge your eligibility for unemployment compensation benefits as a result of the termination of your employment. This Agreement does not limit PolyOne from complying with its obligations to supply required information so that a determination can be made by the appropriate governmental agency as to your eligibility for unemployment benefits.
16. You certify that you have no unreported workplace injuries that have not been previously reported to PolyOne.
17. You agree to cooperate and be available to PolyOne on a reasonable basis and at reasonable times to respond to questions from PolyOne which arise out of your former responsibilities with PolyOne. Additionally, you agree to cooperate and be available to assist in the defense of, and serve as a witness in, any administrative proceeding or litigation faced by PolyOne considering matters in which you were involved or had knowledge while an employee of the company. You agree to inform any subsequent employer of these obligations, as necessary.
18. You agree that the terms and provisions of this Agreement are to remain confidential and are not to be disclosed to anyone outside of PolyOne. You acknowledge that you have not

disclosed, and shall not hereafter disclose, the terms or provisions of this Agreement to anyone outside of PolyOne. It is understood that this Agreement shall be subject to exceptions for revealing the terms of the Agreement to your attorney or financial advisor, or your immediate family members on the condition of confidentiality, or as otherwise required by law or court order, or in order to enforce the terms of this Agreement.

19. The laws of the State of Ohio shall govern this Agreement, and you waive any personal jurisdiction or venue defenses to actions for breach of this Agreement commenced in Ohio.
20. Neither this Agreement nor any of its terms shall be offered in evidence in any proceeding or used as an admission of liability or wrongdoing on the part of either party to this Agreement, but this Agreement may be offered in evidence to enforce its terms. The provisions of this Agreement are severable. This means that if a court of competent jurisdiction holds a provision to be invalid, the remainder of this Agreement shall continue to be valid and enforceable.
21. You understand and agree that the covenants made and the releases executed in this Agreement may affect rights and liabilities of substantial extent and are in your best interest. You warrant that in executing this Agreement, you have had an adequate opportunity to consult with competent counsel or other advisors of your choice about the meaning and effect of each term and provision in this Agreement, and that there are no representations, promises or agreements regarding its subject matter other than those expressly stated in writing in this Agreement and the Attachments.
22. You have carefully read this Agreement, including the Attachments, in their entirety; you fully understand and agree to its terms and provisions; and you intend and agree that it is final and binding on you.

**NOTICE TO EMPLOYEE
THIS NOTICE IS PART OF THE AGREEMENT
READ BEFORE SIGNING -YOU ARE ADVISED TO CONSULT AN ATTORNEY**

- You affirm that you are entering into this Agreement voluntarily in order to receive severance benefits described in this Agreement. You understand and agree that PolyOne is not obligated to provide severance benefits without your voluntary consent to this Agreement.
- You acknowledge that you were advised in writing: 1) to fully consider this Agreement prior to signing it, and 2) to consult with an attorney concerning your rights and obligations under this Agreement.
- This Agreement includes a release of all claims, including claims arising under the Age Discrimination in Employment Act (ADEA). You acknowledge that PolyOne offered ample time and opportunity for you to consider this Agreement.
- You acknowledge that the severance benefits described in this Agreement are above and beyond any consideration to which you are already legally entitled.
- You have 21 days from the date you receive this Agreement to decide whether to accept it. If you decide to accept this Agreement, you must sign it and return it to PolyOne Corporation, Attention: Frank Filipovitz, PolyOne Center, 33587 Walker Road, Avon Lake, OH 44012 so that it is received no later than the close of business on the 21st day following your receipt of this Agreement.
- Your release of ADEA and other claims shall become effective and enforceable 7 days following your execution of this Agreement. During that 7 day period, you may rescind your acceptance of this Agreement by delivering written notice to PolyOne Corporation, Human Resources Department, Attention: Frank Filipovitz, PolyOne Center, 33587 Walker Road, Avon Lake, OH 44012.
- If you timely rescind your acceptance of this Agreement, PolyOne has no obligation to pay you severance benefits.

- For purposes of the releases provided in paragraph 3, you waive the rights and benefits, if any, conferred by section 1542 of the California Civil Code, as to those claims and causes of action you are releasing. Section 1542 of the California Civil Code provides: "a general release does not extend to the claims which the creditor does not know or suspect to exist at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement. If applicable, signing this Agreement before the twenty-one day consideration period expires means that you have knowingly and voluntarily elected to shorten that time period.

EMPLOYEE

POLYONE CORPORATION



Signature

Print Name

Senior Vice President &
Chief Human Resources Officer

Date

ATTACHMENT A to Separation Agreement

Non-Competition After Employment

This Attachment applies to you only if, at the time of or during the two-year period prior to your employment termination, you had PolyOne sales, sales management, marketing, product management, technical, plant management, manufacturing management, sourcing, or production planning responsibilities or you participated in a long-term incentive plan, Lean Six Sigma Black Belt program, or received an equity based award.

This Attachment sets forth restrictions on you competing with PolyOne after your employment with PolyOne ends. This Attachment is a part of the Agreement. You agree, in consideration of the payment of the severance benefits, as follows:

You will not compete with PolyOne's business by engaging in any Prohibited Activities (as defined in Paragraph 2 below) within the Restricted Territory during the Non-Competition Period. **The Non-Competition Period is for one calendar year (365 days), starting on your termination date and ending one calendar year from your termination date.**

1. Restricted Territory. The scope of the Restricted Territory is determined by your job duties and one or more of the following restricted territories may apply to you. The Restricted Territory is defined as and limited to any one or more of the following:

- (a) **Sales, Sales Management, Marketing, or Product Management Responsibilities.** If, at the time of termination or during the two (2) years preceding your termination, you had any sales, sales management, marketing, or product management responsibilities, the Restricted Territory is:
 - (i) the geographic area(s) within a fifty (50) mile radius of any PolyOne facilities or location(s) in, to, or for which you worked (including a home office), as well as the geographic area(s) or territory to which you were assigned or had any responsibility (either direct or supervisory) at the time of your employment termination and at any time during the two (2) years preceding your termination and a fifty (50) mile radius around those areas/territories; and
 - (ii) all of the specific customer accounts, whether within or outside of the geographic area described in (a)(i) above, with which you had any contact or for which you had any responsibility (either direct or supervisory) at the time of your employment termination and at any time during the two (2) years preceding your termination;
- (b) **Technical Responsibilities.** If, at the time of termination or during the two (2) years preceding your termination, you had any technical responsibilities, the Restricted Territory is the area(s) of PolyOne's business for which you had technical responsibility regardless of geographical location. Technical responsibilities includes, without limitation, responsibility for or oversight of the design, development, formulation, testing, quality control, color matching, technical service support, and engineering (including process and maintenance engineering) for such areas of PolyOne's business as thermoplastic resins and compounds, thermoplastic elastomer compounds, specialty polymers, coating systems, colors and additives, thermoplastic resin distribution, and/or any other area(s) of PolyOne's business existing on the termination date;
- (c) **Plant Management, Manufacturing Management, Sourcing, or Production Planning Responsibilities.** If, at the time of termination or during the two (2) year period preceding your termination, you had plant or manufacturing management, sourcing, or production planning responsibilities, the Restricted Territory is the Prohibited Competitors (and their respective successors) as listed on Attachment B that are within the business unit for which you had such responsibilities, **and/or**

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 - (i) the geographic area(s) within a fifty (50) mile radius of any PolyOne facilities or location(s) in, to, or for which you worked (including a home office), as well as the geographic area(s) or territory to which you were assigned or had any responsibility (either direct or supervisory) at the time of your employment termination and at any time during the two (2) years preceding your termination and a fifty (50) mile radius around those areas/territories; and
 - (ii) all of the specific customer accounts, whether within or outside of the geographic area described in (a)(i) above, with which you had any contact or for which you had any responsibility (either direct or supervisory) at the time of your employment termination and at any time during the two (2) years preceding your termination;
- (b) **Technical Responsibilities.** If, at the time of termination or during the two (2) years preceding your termination, you had any technical responsibilities, the Restricted Territory is the area(s) of PolyOne's business for which you had technical responsibility regardless of geographical location. Technical responsibilities includes, without limitation, responsibility for or oversight of the design, development, formulation, testing, quality control, color matching, technical service support, and engineering (including process and maintenance engineering) for such areas of PolyOne's business as thermoplastic resins and compounds, thermoplastic elastomer compounds, specialty polymers, coating systems, colors and additives, thermoplastic resin distribution, and/or any other area(s) of PolyOne's business existing on the termination date;
- (c) **Plant Management, Manufacturing Management, Sourcing, or Production Planning Responsibilities.** If, at the time of termination or during the two (2) year period preceding your termination, you had plant or manufacturing management, sourcing, or production planning responsibilities, the Restricted Territory is the Prohibited Competitors (and their respective successors) as listed on Attachment B that are within the business unit for which you had such responsibilities, **and/or**

- (d) **Participants in Long Term Incentive Plans, Lean Six Sigma Black Belt Program Participants, or Recipients of Equity Based Awards.** If, at the time of termination or during the two (2) year period preceding your termination, you participated in any long-term incentive plan or Lean Six Sigma Black Belt program, or received an equity based award, the Restricted Territory is the Prohibited Competitors (and their respective successors).

2. Prohibited Activities. The Prohibited Activities *within the Restricted Territory* are:

- (a) you are prohibited from being employed by or engaging in any business that competes with PolyOne's business within the Restricted Territory applicable to you as defined above;
- (b) you are prohibited from soliciting customers, business, or selling any products or services in competition with, or for any business that competes with, the business of PolyOne;
- (c) you are prohibited from diverting, enticing, or taking away any customers, business, orders or sales of PolyOne or attempting to do so; and/or
- (d) you are prohibited from promoting or assisting, financially or otherwise, any person, firm, association, partnership, corporation or other entity engaged in any business that competes with the business of PolyOne.

Cathy Jo Newman
EMPLOYEE (Print name)

Cathy Jo Newman
(Signature)

Date: 10/9/13

Attachment B
Prohibited Competitors
Effective March 2013

The Prohibited Competitors list applies to you if, at the time of termination or during the two (2) year period preceding your termination, you: 1) had plant or manufacturing management, sourcing, or production planning responsibilities AND/OR 2) you participated in any long-term incentive plan, Lean Six Sigma Black Belt program, or received an equity based award.

Color

A. Schulman
Americhem, Inc.
Ampacet
Clariant
Ferro Corporation
International Coatings
Jantex
Lakeside Plastics
Lancer
Lawson/Multi-Tech
Matsui
One Stroke
Printop
QCM
Rutland Plastic Technologies

Standridge Color Corporation
Techmer PM
Teknor Apex Company
Union Ink
WM Plastics

Corporate

All listed Prohibited Competitors

Designed Structures and Solutions

Aristech Acrylics
Arkema
Bemis
Boltaron
CET
Evonik
GKN
Goex
Grupo Phoenix
Klockner Pentaplast
Kydex
Nanya
Nordam
Omnova
Plaskolite
Primex
Printpak
Rank
Rowmark
Select
Senoplast
Sheffield
Silgan (Rexam)
Transil
Winpak

Geon Compounds

AlphaGary Corporation
Aurora Plastics Inc.
Colorite Polymers – A Tekniple Company
Formosa Plastics Corporation, U.S.A.
Georgia Gulf Corporation
Hoffman Plastic Compounds, Inc.
K-Bin, Inc
Manner Plastics, L.P.
PolyFlex Manufacturing Inc
Reinier Plastic Inc.
Rimtec Corporation
Teknor Apex Company

PolyOne Distribution

Amco
Ashland Distribution
Bamberger Polymers, Inc.
Chase Plastics
Canada Colors and Chemicals Limited
M. Holland Company
Polimeros Nacionales
Promaplast S.A. de C.V.
Ravago Group including Entec Polymers LLC, H.
Muehlstein & Co., Channel Prime Alliance, LCC
Resinas Colores y Compuestos S.A. de C.V.
Telch

Producer Services

A. Schulman
Adell Plastics
Alloy Polymers
Ametek
Ingenia Polymers
Matrix, Inc.
Modern Dispersions

Specialty Coatings

Calhoun Plastics and Chemicals, Inc.
California Medical Innovations
Chemionics Corporation
Lakeside Plastics, Inc.
Loes Enterprises, Inc.
Marchem Corporation
Miltec, Inc.
Resinoplast
Rutland Plastic Technologies
The Thermoclad Company
Union City Industries, Inc.
Vi-Chem Corporation

Specialty Engineered Materials

A.Schulman
AES (ExxonMobil TPV)
Alpha-Gary
BASF TPU
Bayer TPU
Clariant
Compounding Solutions
Cousin Tessier
Dow Chemical Specialty Elastomers (OBC)
DSM Group
Exxon-Mobil Thermoplastic Vulcanizates
Foster Corporation
Infinity Polymers
KRAIBURG
Kraton Polymers
Lubrizol – TPU Business
The Matrixx Group Inc.
Modified Plastics
Multibase
O'Neil Color
Polymedex
Polymer Solutions
Putnam Plastics
RTP Company
SABIC/LNP
Teknor Apex Company

Specialty Resins

Formosa Plastics Corporation, U.S.A.
Mexichem S.A.B. de C.V.
Polycyd, S.A. de C.V.
Polymer Resource Associates
Shawnee Chemical Company
Vinnolit GmbH & Co. KG

REAFFIRMATION OF CONFIDENTIAL SEPARATION AGREEMENT AND RELEASE

I hereby reaffirm my prior acceptance of the Confidential Separation Agreement and Release ("Separation Agreement"), and I extend the release of and covenants regarding all known and unknown claims set forth in paragraphs 3 and 4 of the Separation Agreement through and including the date on which I reaffirm acceptance of the Separation Agreement. I understand that I may revoke this reaffirmation at any time within seven (7) days after I sign this Reaffirmation of Separation Agreement by delivering written notice to PolyOne Corporation, Human Resources Department, Frank Filipovitz, PolyOne Center, 33587 Walker Road, Avon Lake, Ohio 44012. I understand that if I timely rescind my reaffirmation of the Separation Agreement, PolyOne has no obligation to pay me severance benefits specified in the Separation Agreement.

Cathy L. Newman
Employee (Print Name)

Cathy L. Newman
Employee Signature

Date: 10/9/13