UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): November 29, 2021

ROGERS CORPORATION

(Exact name of registrant as specified in its charter)

Massachusetts	**1-4347**	**06-0513860**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2225 W. Chandler Blvd., Chandler, Arizona 85224
(Address of principal executive offices) (Zip Code)

(480) 917-6000
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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, par value $1.00 per share	**ROG**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously disclosed, on November 1, 2021, Rogers Corporation, a Massachusetts corporation ("Rogers" or the "Company"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with DuPont de Nemours, Inc., a Delaware corporation ("DuPont" or "Parent"), and Cardinalis Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), whereby, upon the terms and subject to the conditions set forth in the Merger Agreement, the Company will merge with and into Merger Sub (the "Merger"). Among other matters, the Merger Agreement provides for certain modifications to equity awards outstanding under the Company's 2019 Long-Term Equity Compensation Plan. On November 1, 2021, the Compensation and Organization Committee (the "Committee") of the Board of Directors of the Company effectuated the modifications to existing equity awards as required by the terms of the Merger Agreement, and such modifications were previously described in a Current Report on Form 8-K dated November 2, 2021.

On November 29, 2021, as permitted by the terms of the Merger Agreement, the Committee authorized the Company to enter into agreements with certain employees, including certain of the Company's executive officers, to provide for certain conditional cash payments and approved the form of such agreements (the "Gross-Up Agreements"), a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference. The Gross-Up Agreements provide that if an employee will become entitled to payments and benefits in connection with the Merger, including accelerated vesting of Company equity awards, that are "excess parachute payments" under Sections 280G and 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), the employee will be entitled to receive an additional payment from the Company in an amount such that, after payment by the individual of all applicable taxes on the parachute payments and this additional payment (including any excise tax imposed under Section 4999 of the Code), the individual will be in the same after-tax position as if no excise tax were imposed on the parachute payments. In authorizing the Company to enter into Gross-Up Agreements, the Committee considered, among other things, the employee retention and performance benefits accruing to the Company as a result of providing affected employees the additional financial incentive to remain with the Company through the close of the Merger.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Form of Gross-Up Agreement.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

Additional Information and Where to Find It

This communication does not constitute a solicitation of any proxy, vote or approval. Rogers intends to file with the Securities and Exchange Commission ("SEC") and mail to its shareholders a definitive proxy statement in connection with the proposed transaction with DuPont. ROGERS' SHAREHOLDERS ARE URGED TO READ CAREFULLY AND IN THEIR ENTIRETY THE PROXY STATEMENT AND ANY OTHER RELEVANT DOCUMENTS THAT ARE FILED WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT ROGERS AND THE PROPOSED MERGER. Investors and shareholders may obtain a free copy of the proxy statement and other documents filed with the SEC (when they became available) from the SEC's website at www.sec.gov or by accessing the Rogers' website at https://rogerscorp.com/investors.

Certain Information Concerning Participants

Rogers and its directors and executive officers may be deemed to be participants in the solicitation of proxies from Rogers' shareholders with respect to the proposed merger. Information about Rogers' directors and executive officers is set forth in Rogers' definitive proxy statement for its 2021 Annual Meeting of Shareholders, which was filed with the SEC on March 26, 2021, and its Annual Report on Form 10-K for the fiscal year ended December 31, 2020, which was filed with the SEC on February 19, 2021. These documents may be obtained as indicated above. Investors and shareholders may obtain more detailed information regarding the direct and indirect interests of Rogers and its respective directors and executive officers in the proposed transaction by reading the definitive proxy statement that Rogers intends to file with the SEC when it becomes available.

Safe Harbor Statement

Statements included in this report that are not a description of historical facts are forward-looking statements. Words or phrases such as "believe," "may," "could," "will," "estimate," "continue," "anticipate," "intend," "seek," "plan," "expect," "should," "would" or similar expressions are intended to identify forward-looking statements, and are based on Rogers' current beliefs and expectations. This report contains forward-looking statements, which concern the planned acquisition of Rogers by DuPont, our plans, objectives, outlook, goals, strategies, future events, future net sales or performance, capital expenditures, future restructuring, plans or intentions relating to expansions, business trends and other information that is not historical information. All forward-looking statements are based upon information available to us on the date of this report and are subject to risks, uncertainties and other factors, many of which are outside of our control, which could cause actual results to differ materially from those indicated by the forward-looking statements. Rogers' actual future results may differ materially from Rogers' current expectations due to the risks and uncertainties inherent in its business and risks relating to the Merger. These risks include, but are not limited to: uncertainties as to the timing and structure of the Merger; the possibility that various closing conditions for the transaction may not be satisfied or waived, including that a governmental entity may prohibit, delay or refuse to grant approval for the consummation of the Merger; the risk that management's time and attention is diverted on transaction related issues; the risk that Rogers is unable to retain key personnel; the risk that the business of Rogers may suffer as a result of potential adverse changes to relationships with employees, customers, vendors and other business partners; the risk that shareholder litigation in connection with the Merger may result in significant costs of defense, indemnification and liability. Other risks and uncertainties that could cause such results to differ include: the duration and impacts of the novel coronavirus global pandemic and efforts to contain its transmission and distribute vaccines, including the effect of these factors on our business, suppliers, customers, end users and economic conditions generally; failure to capitalize on, volatility within, or other adverse changes with respect to the Company's growth drivers, including advanced mobility and advanced connectivity, such as delays in adoption or implementation of new technologies; uncertain business, economic and political conditions in the United States (U.S.) and abroad, particularly in China, South Korea, Germany, Hungary and Belgium, where we maintain significant manufacturing, sales or administrative operations; the trade policy dynamics between the U.S. and China reflected in trade agreement negotiations and the imposition of tariffs and other trade restrictions, including trade restrictions on Huawei Technologies Co., Ltd. (Huawei); fluctuations in foreign currency exchange rates; our ability to develop innovative products and the extent to which our products are incorporated into end-user products and systems and the extent to which end-user products and systems incorporating our products achieve commercial success; the ability and willingness of our sole or limited source suppliers to deliver certain key raw materials, including commodities, to us in a timely and cost-effective manner; intense global competition affecting both our existing products and products currently under development; business interruptions due to catastrophes or other similar events, such as natural disasters, war, terrorism or public health crises; failure to realize, or delays in the realization of anticipated benefits of acquisitions and divestitures due to, among other things, the existence of unknown liabilities or difficulty integrating acquired businesses; our ability to attract and retain management and skilled technical personnel; our ability to protect our proprietary technology from infringement by third parties and/ or allegations that our technology infringes third party rights; changes in effective tax rates or tax laws and regulations in the jurisdictions in which we operate; failure to comply with financial and restrictive covenants in our credit agreement or restrictions on our operational and financial flexibility due to such covenants; the outcome of ongoing and future litigation, including our asbestos-related product liability litigation; changes in environmental laws and regulations applicable to our business; and disruptions in, or breaches of, our information technology systems. Should any risks and uncertainties develop into actual events, these developments could have a material

adverse effect on the Company or the Merger. For additional information about the risks, uncertainties and other factors that may affect our business, please see our most recent annual report on Form 10-K and any subsequent reports filed with the Securities and Exchange Commission, including quarterly reports on Form 10-Q. Rogers Corporation assumes no responsibility to update any forward-looking statements contained herein except as required by law.

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 hereunto duly authorized.

ROGERS CORPORATION

(Registrant)

Date: December 2, 2021

By: /s/ Jay B. Knoll

Jay B. Knoll

Senior Vice President, Corporate Development, General Counsel and Corporate Secretary

Form Gross-Up Agreement

[Full Name]

[Title]

Re: 280G Excise Tax Gross-Up

Dear [Name]:

As you know, Rogers Corporation ("Rogers") has entered into a definitive agreement to be acquired by DuPont de Nemours, Inc. (the "Merger"), which we expect to be completed in the first half of 2022 (subject to applicable regulatory and shareholder approvals). Thank you for all you have done to propel Rogers to this point. As we prepare for the Merger, your continued dedication to Rogers is essential and, in consideration for your continued services, we are providing you with this "Gross-Up Agreement". Under this Gross-Up Agreement, Rogers (or its successor) will pay you an amount such that, after taxes, you retain sufficient funds to pay any excise taxes imposed under the Internal Revenue Code on payments made to you in connection with the Merger. The terms of this Gross-Up Agreement are set forth below.

Excise Tax. Section 4999 of the Internal Revenue Code (the "Code") imposes a 20% excise tax (the "Excise Tax") on certain payments called "excess parachutes payments" that are made in connection with a change in control of a company. Whether a payment to you is an "excess parachute payment" – and therefore whether the Excise Tax is imposed – is determined under section 280G of the Internal Revenue Code. If imposed, the Excise Tax is in addition to any other taxes that you may owe with respect to a Payment, including income taxes and employment taxes.

Gross-Up Payment. If any payment or benefit received or to be received by you from Rogers, its subsidiaries, successors, or affiliates (the "Company") in connection with or on account of the Merger is subject to the Excise Tax (each, a "Payment"), the Company will pay you an additional amount (the "Gross-Up Payment"). The Gross-Up Payment will be an amount such that the net amount that you retain, after deduction of (a) the Excise Tax on the Payments, (b) any federal, state, and local income tax and the Excise Tax upon the Gross-Up Payment, and (c) any interest, penalties, or additions to tax payable by you with respect thereto, will be equal to the total present value (determined under section 280G(d)(4) of the Code) of the Payments at the time such Payments are to be made.

Determination of Parachute Payments and Excise Tax. The Company will select a nationally recognized certified public accounting firm (the "280G Consultant") to make all determinations required with respect to calculating the Gross-Up Payment, including whether and when a Gross-Up Payment is required, the amount of any such Gross-Up Payment, and the assumptions to be used in arriving at such determination.

For purposes of determining the Gross-Up Payment, you will be deemed to pay Federal income tax at the highest marginal rate applicable to individuals in the calendar year in which any such Gross-Up Payment is to be made and deemed to pay state and local income taxes at the highest marginal rates applicable to individuals in the state or locality of your residence or place

of employment in the calendar year in which any such Gross-Up Payment is to be made, net of the maximum reduction in Federal income taxes that can be obtained from deduction of state and local taxes, taking into account limitations applicable to individuals subject to Federal income tax at the highest marginal rate. In addition, the amount of the Gross-Up Payment due to you will be determined before, and taken into account in, any "best net" calculation used to determine any potential reduction in payments that would otherwise be contractually required to achieve the most favorable after-tax result for you.

The Company will require the 280G Consultant to provide detailed supporting calculations to you and the Company within 15 days (or such earlier time as may be requested by the Company) of receipt of notice by the Company that there has been a Parachute Payment. If the 280G Consultant determines that no Excise Tax is payable by you, it will inform you and the Company of such determination in writing.

Timing of Gross-Up Payment and Tax Withholding. The Gross-Up Payments shall be made upon the earlier of (a) the payment to you of any Payment or (b) the imposition upon you, or any payment by you, of any Excise Tax. The Gross-Up Payments are subject to tax withholding, and all or a portion may be withheld and paid over to the IRS or any other applicable taxing authority for your benefit. The Gross-Up Payments and any other compensation under this Agreement will be made no later than the date specified under Treasury Regulation section 1.409A-3(i)(1)(v).

Adjustments to Gross-Up Payment. If it is established pursuant to a final determination of a court or an Internal Revenue Service ("IRS") proceeding that the Excise Tax is less than the amount previously taken into account under this Gross-Up Agreement, you will repay the Company the portion of the Gross-Up Payment attributable to such reduction plus, in the event you receive a refund from the IRS, any interest received by you from the IRS on the amount of such repayment, provided that if any such amount has been paid by you as an Excise Tax or other tax, you will cooperate with the Company in seeking a refund of any tax overpayments, and you will not be required to make repayments to the Company until the overpaid taxes and interest thereon are refunded to you. You will make the repayment to the Company no later than 60 days after your receipt of notice of such final determination or, if you paid such amounts to the IRS, 60 days after you receive a refund of such amounts from the IRS, if later.

Additional Gross-Up Payment. If the IRS asserts that the Excise Tax exceeds the amount taken into account under this Gross-Up Agreement (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company will make an additional Gross-Up Payment in respect of such excess within 30 days of the Company's receipt of notice of such assertion, provided that the Company may instead notify you of its intent to contest such assessment, in which case the Company shall bear and pay directly all costs and expenses (including any additional interest and penalties and reasonable accounting and attorneys' fees) incurred in connection with such contest and shall indemnify and hold you harmless on an after-tax basis for any Excise Tax or income tax (including interest and penalties) imposed as a result of such contest or payment of such costs of expenses, and you shall reasonably cooperate with respect to such contest. If, following such contest, a final determination is made that additional Excise Tax (or any associated tax, interest,

or penalties) are due, the Company shall pay such amounts within 30 days of such final determination.

Fees and Expenses. All fees and expenses of the 280G Consultant will be borne solely by the Company. If you commence an action to enforce your rights under this Gross-Up Agreement and you prevail as determined by a final judgment or arbitration, the Company will pay your reasonable attorney's fees.

Thank you again for your dedication to Rogers. To indicate your acceptance of these terms, sign and date this Gross-Up Agreement and return it to [NAME] at [CONTACT INFORMATION]. Please retain a copy for your records.

Sincerely,

[Name]
[Title]

Accepted:

_____

Date: _____ , 20 _____