

CALUMET COMPLIANCE REQUIREMENTS

<http://www.calumetspecialty.com/customer-service/terms-of-sale>

1. **Definitions:** The following capitalized terms used in these Compliance Requirements shall have the meanings set forth in this Section:
 - (a) “Buyer” means any individual, corporation, or other entity who is to purchase the Products or services pursuant to the Contract.
 - (b) “Contract” means the written purchase order, contract, or agreement relating to a sale of Products or services from Seller to Buyer.
 - (c) “Consolidated Screening List” means the list located at <https://www.export.gov/csl-search>.
 - (d) “Laws” mean any local, state, federal, national and international laws, rules, regulations, decrees, treaties, guidelines, orders, and judgments as are applicable to the Contract and its contemplated transactions, and are in any way affecting Seller or Buyer, their businesses, or the production, acquisition, sale or marketing of the Products, whether currently existing or hereafter enacted, including, without limitation, the Arms Export Control Act (22 U.S.C. § 2751 et seq.) (“AECA”); Export Administration Act of 1979 (50 App. U.S.C. § App. 2401 et seq.) (“EAA”); International Traffic in Arms Regulations (22 C.F.R. § 120 et seq.) (“ITAR”); Export Administration Regulations (15 C.F.R. § 730 et seq.) (“EAR”); Foreign Assets Control Regulations (31 C.F.R. § 500 et seq.) (“FACR”); Espionage Act (18 U.S.C. § 793 et seq.) (“EA”); UK Anti-Bribery Act 2010 (“UK Anti-Bribery Act”); Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1 et seq.) (the “FCPA”); and any other national, state, or local anti-corruption laws.
 - (e) “Official” means a foreign official, a foreign public official, a foreign political party, an official in such a party, a candidate for a political office, or any official, agent or employee of, or one who is in any manner connected with, any government or government entity or any political subdivision thereof.
 - (f) “Products” mean the goods or materials, including any related services, sold by Seller to Buyer under the Contract.
 - (g) “Seller” means Calumet Specialty Products Partners, L.P., or its subsidiary(ies) or affiliate(s) providing the Products or services under the Contract.
 - (h) “Territory” means the geographic location for use or resale by Buyer in the Contract, if applicable, as well as the country in which Buyer is located.
2. **Compliance with Laws.** Seller and Buyer shall be familiar with and shall perform their respective obligations under the Contract in full compliance with all Laws and all regulatory, permitting, licensing, filing, and other requirements necessary under any Laws, relating to Seller or Buyer and their performance of their obligations under the Contract. Without limiting the generality of the foregoing, in accordance with the Laws, Buyer further hereby agrees that Buyer:
 - (a) shall not sell or promote the use of the Products for any use restricted by or not approved by any of the Laws;
 - (b) shall promptly advise Seller of changes in the Laws of the Territory affecting the shipment and sale of Products into the Territory and effecting the terms, conditions, and enforceability of the Contract in the Territory;
 - (c) if required by applicable law to obtain an export license, shall provide Seller a copy of any such export license, whether issued by the US Department of State or US Department of Commerce;
 - (d) shall timely obtain any required governmental authorization, including import or export license and exchange permit;
 - (e) shall cooperate with Seller, as requested, to secure any governmental authorization, including any import or export license and exchange permit;
 - (f) shall not perform or fail to perform any act that would cause a violation of the FCPA, the UK Anti-Bribery Act or any other anti-corruption law including offering, paying, promising to pay, authorizing or accepting an offer, payment, gift or promise of payment, of anything of value to an Official, to (i) influence an official act or decision of an Official, (ii) induce a violation of an official lawful duty of an Official, (iii) secure any improper advantage, or (iv) otherwise influence an Official’s act or decision made with respect to a government or instrumentality that such Official has influence upon;
 - (g) shall permit Seller and/or its authorized representatives to audit Buyer’s accounts, books, records and ledgers with respect to the sale of Products and Buyer’s activities related to the Contract and permit Seller to report any violation of the FCPA, UK Anti-Bribery Act or any other applicable law; and
 - (h) shall not directly or indirectly perform or fail to perform any act, which is illegal under any of the Laws.
3. **Compliance with Global Trade Laws.** Seller and Buyer shall be familiar with and shall perform their respective obligations under the Contract in full compliance with all global trade laws and all regulatory, permitting, licensing, filing, and other requirements necessary under any global trade laws, relating to Seller or Buyer and their performance of their obligations under the Contract. Without limiting the generality of the foregoing, in accordance with the Laws, Buyer further hereby agrees that Buyer:
 - (a) shall advise all parties involved directly or indirectly in global trade transactions related to the Products, including without limitation all importers, exporters, buyers, customers, distributors, and end users, that each party is responsible for compliance with United States and local country import/export laws and regulations, and as such, should become familiar with such laws and regulations prior to the purchase and further resale of Products;
 - (b) shall not directly or indirectly sell, export, re-export, or otherwise transfer any Product supplied or delivered by Seller to any restricted or blocked party, or to any embargoed country, and further, shall abide by all restrictions pertaining to United States sanctions;

- (c) shall not directly or indirectly promote the use of the Products for any use restricted by any global trade law, including without limitation, regulations listed in 15 C.F.R. § 744;
 - (d) shall promptly advise Seller of changes in trade Laws of any Territory pertaining to the global trade transaction and the sale of Products into that Territory, which may affect the terms, conditions, and enforceability of the Contract in the Territories involved;
 - (e) shall provide Seller a copy of any required Country's State/Commerce Department import or export license number or permits, which allows Buyer to import/export any Product into such country;
 - (f) shall timely obtain in accordance with corresponding agency regulations, or cooperate with Seller to obtain, any required governmental authorization, filings, import or export licenses, or permits as needed;
 - (g) shall remain the importer or exporter of record in global trade transactions as agreed, regardless of whether Seller provides Buyer with assistance in this area. Specifically for routed orders, Buyer, the Foreign Principal Party in Interest ("FPPPI"), by purchasing the Products pursuant to these Compliance Requirements, authorizes Seller or its applicable subsidiary, the United States Principal Party in Interest ("USPPI"), to retain exclusive control of filing export documentation (e.g. EEI/AES) for all such routed orders, which includes permission from Buyer for Seller's named agent to file such documentation in all cases where Seller is the exporter of record. In no event shall Buyer authorize any other forwarder or agent to file such export documentation or use Seller's EIN. Seller will not issue Shipper's Letter of Instruction (SLI) to Buyer's chosen freight forwarder;
 - (h) shall abide by all Laws, including those Laws under United States import/export control laws and regulations, for any Product supplied by Seller and shall obtain any licenses or prior approvals required by the United States Government and and/or other government authority prior to sale, export, re-export or other transfer of any such Product supplied by Seller, carrying proper due diligence of screening and ensuring product will not be used, sold or shipped to restricted entities or locations, including without limitation, specifically sanctioned or embargoed countries, or entities or individuals listed on the Consolidated Screening List;
 - (i) shall immediately notify Seller of any regulatory investigations, disclosures, or risks involving Seller or Seller's product through final distribution destination with a full incident report of issues/findings; and
 - (j) shall take full responsibility and liability for any regulatory non-compliance risks/penalties/losses due to secondary direct or indirect sell or export of the product to final consignee.
4. Compliance Program. Buyer shall maintain a compliance program of sufficient and appropriate scope and breadth to ensure Buyer's and its employees', representatives' and agents' compliance with the Laws. Buyer shall provide Seller with any requested information pertaining to such compliance program, including, but not limited to, a written, executed certification (in the form requested by Seller) of Buyer's knowledge and familiarity with all Laws, within ten (10) days of such request.