

**EXHIBIT G  
MARKETING AGREEMENT**

**[SEE ATTACHED]**

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**MARKETING AGREEMENT**

by and between

**SASOL CHEMICALS (USA) LLC**  
as Sasol Member

and

**EQUISTAR CHEMICALS, LP**  
as Marketer

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## MARKETING AGREEMENT

This **MARKETING AGREEMENT** (this “**Agreement**”), dated as of [●], 2020 (the “**Effective Date**”)<sup>1</sup>, is by and between Sasol Chemicals (USA) LLC, a Delaware limited liability company (“**Sasol Member**”), and Equistar Chemicals, LP, a Delaware limited partnership (“**Marketer**”). Each of Sasol Member and Marketer is referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

### RECITALS

WHEREAS, each of Sasol Member and LyondellBasell LC Offtake LLC, a Delaware limited liability company and an Affiliate (as defined below) of Marketer (the “**Equistar Member**” and together with Sasol Member, the “**Members**” and each, a “**Member**”) are parties to that certain Amended and Restated Limited Liability Company Agreement of Louisiana Integrated PolyEthylene JV LLC (the “**Company**”), dated as of the date hereof (as may be amended, modified, supplemented or restated, the “**Owner LLC Agreement**”).

WHEREAS, each of Sasol Member and Equistar Member are parties to separate Tolling Agreements with the Company, dated as of the date hereof (each, as may be further amended, modified, supplemented or restated, a “**Tolling Agreement**”), pursuant to which the Company will receive ethane feedstock and other required components (including ethylene supplied by the Company’s ethane cracker (and, from time to time, purchased ethylene to balance any shortfalls)) from each Member at the Company’s petrochemical and chemical manufacturing assets located in Lake Charles, Louisiana, and toll convert the same into ethylene, LDPE Product and LLDPE Product (such LDPE Product and LLDPE Product, including the grades in Exhibit A attached hereto, (the “**Product**”), and other co-products (including un-consumed ethylene, un-consumed HOG and MOG, crude C3s, crude C-4s, LAC and HAD), which co-products will be delivered to the Members following processing (such that the Members shall market their own distributions of unconsumed ethylene or any co-products from processing).

WHEREAS, Marketer has significant customer base in the polyolefins market as well as marketing, technical service, and sales organization, know-how and expertise, personnel and facilities for marketing and selling polyolefins on a worldwide basis.

WHEREAS, Sasol Member desires to engage Marketer on an exclusive worldwide basis (subject to the terms and conditions set forth herein) to perform, and Marketer desires to perform, the Services (as defined below) set forth in this Agreement, including marketing, selling, transporting, and transferring Sasol Product (as defined below) to customers around the world.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree that the terms and conditions of this Agreement shall determine and control the rights, duties, and relationships

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<sup>1</sup> **Note to Draft:** To be the Closing Date of the broader transaction.

between the Parties with respect to the matters addressed herein. The Parties further agree as follows:

## **ARTICLE 1 DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

“**Actual Netted Costs**” means, with respect to any Sasol Product to be sold, an amount in United States Dollars equal to the actual, reasonable and documented costs incurred by Marketer with respect to such Sasol Product for (i) any rebates (including quantity rebates and bonuses), discounts (including early pay discounts), sales taxes or duties (including import and export duties and similar charges), (ii) any shipment, logistics, freight, packaging, and transportation costs, (iii) samples and promotions, and (iv) Extraordinary Costs for the applicable Customer.

“**Adverse Market Changes**” means (i) global market downturns that materially and adversely impact Product demand, (ii) global pandemics and epidemics (including the COVID-19 pandemic), (iii) global financial crises, and (iv) other similar global crises that are reasonably likely to have a material and adverse impact on sales and marketing of Product either worldwide or with respect to any Geography.

“**Affiliate**” means, when used with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person. Notwithstanding the foregoing, for purposes of this Agreement, (i) Sasol Member and its Affiliates (other than the Company), on the one hand, and Marketer, Equistar Member and each of their Affiliates (other than the Company), on the other hand, shall not be considered Affiliates of each other and (ii) the Company shall not be deemed an Affiliate of any Member or of Marketer.

“**Agreement**” has the meaning ascribed to such term in the introductory paragraph.

“**Annual Marketing Plan**” has the meaning ascribed to such term in Section 3.5(a).

“**Bankruptcy**” means an event in which any Person that (a) (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents, or acquiesces to the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties; or (b) against which a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced and ninety (90) days have expired without dismissal thereof or with respect to which, without such Person’s consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties has been appointed and sixty (60) days have expired without such

appointments having been vacated or stayed, or sixty (60) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

“**Benchmarks**” means the benchmarks set forth in Exhibit E attached hereto with respect to each type of Product as denoted therein or any new benchmark agreed to by the Parties either as a result of any benchmark on Exhibit E being discontinued or other reasons agreed to by the Parties.

“**Books and Records**” has the meaning ascribed to such term in Section 7.4(b).

“**Business Day**” means any day other than a Saturday, Sunday or other day on which banks are authorized or required to be closed in Houston, Texas.

“**Claim Notice**” has the meaning ascribed to such term in Section 11.4(a).

“**Claims**” means all claims, losses, costs, damages, liabilities, Liens, and expenses of every kind and character arising out of or, in connection with or incident to this Agreement, including the amounts of judgments, penalties, interest, court costs, investigation expenses and costs and reasonable legal fees.

“**Commission**” has the meaning ascribed to such term in Section 7.1.

“**Company**” has the meaning ascribed to such term in the recitals to this Agreement.

“**Confidential Information**” means, collectively, all non-public, proprietary, or confidential documents, materials, data, and other information (whether oral, visual, written, electronic, or otherwise), whether or not marked or designated as “confidential” relating to the Products or Services or Marketer, Sasol Member, or their respective Affiliates, whether proprietary to a Party or its Affiliates or to a Third Party to which a Party or its Affiliates owes a duty of confidentiality, including (a) that portion of any notes, analyses, reports, compilations, studies, interpretations, memoranda, or other documents prepared by the Receiving Party or its Representatives that contain, reflect, or are based upon any Confidential Information, and (b) the terms and provisions of this Agreement. Notwithstanding the foregoing, Confidential Information does not include (i) information that is or becomes generally available to the public through no action on the part of the Receiving Party or its Representatives in violation of this Agreement (including information that is available through subscription services), (ii) information that is independently developed or generated by the Receiving Party or its Representatives without use of the Confidential Information, (iii) information that the Receiving Party can demonstrate was already in its possession or the possession of any of its Representatives at the time of disclosure to it, or (iv) information that was received by the Receiving Party or its Representatives from a Third Party source if such source is not known to the Receiving Party, after reasonable inquiry, to be bound by a contractual, legal, or fiduciary obligation of confidentiality or secrecy with respect to such information.

“**Control**” (including its derivatives and similar terms) means possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of any such relevant Person by ownership of voting interests, by contract or otherwise; provided, however, that solely having the power to act as the operator of a Person’s day-to-day commercial operations,

without otherwise having the direct or indirect power to direct or cause the direction of the management and policies of such Person, shall not satisfy the foregoing definition of “**Control**”.

“**Customer**” means a Person to whom Marketer sells Product.

“**Developed Product**” has the meaning ascribed to such term in Section 9.1(d).

“**Disclosing Party**” has the meaning ascribed to such term in Section 14.1(a).

“**Effective Date**” has the meaning ascribed to such term in the introductory paragraph.

“**Equistar Member**” has the meaning ascribed to such term in the recitals to this Agreement and shall include its successors and assigns with regards to its Membership Interests in the Company.

“**Equistar Invoice Price**” means, with respect to any Equistar Product sold by Marketer, an amount in United States Dollars equal to the invoiced sales price for such Equistar Product.

“**Equistar Net Price**” means, with respect to any Equistar Product sold by Marketer an amount in United States Dollars equal to (a) the Equistar Invoice Price for such Equistar Product less (b) the Equistar Netted Costs for such Equistar Product.

“**Equistar Netted Costs**” means, with respect to any Equistar Product to be sold, an amount in United States Dollars equal to the actual, reasonable and documented costs incurred by Marketer with respect to such Equistar Product for (i) any rebates (including quantity rebates and bonuses), discounts (including early pay discounts), sales taxes or duties (including import and export duties and similar charges), (ii) any shipment, logistics, freight, packaging, and transportation costs, (iii) samples and promotions, and (iv) Extraordinary Costs for the applicable Customer.

“**Equistar Product**” means the portion of the Product distributed to Equistar Member (or its Affiliates) from time to time pursuant to the Equistar Member’s Tolling Agreement.

“**Estimated Netted Costs**” means, with respect to any Sasol Product to be sold by Marketer, an amount in United States Dollars equal to Marketer’s estimated costs with respect to such Sasol Product for (i) any rebates (including quantity rebates and bonuses), discounts (including early pay discounts), sales taxes or duties (including import or export duties and similar charges), (ii) any shipment, logistics, freight, packaging, and transportation costs, (iii) samples and promotions, and (iv) Extraordinary Costs for the applicable Customer.

“**Equistar Marketing Commitment**” means, for each Fiscal Year, the planned sales volume of Product in each Geography that Marketer commits to with respect to the Product in accordance with the then-current Annual Marketing Plan.

“**Extraordinary Costs**” means non-recurring costs and expenses incurred by Marketer (which costs, in each case, shall be subject to the express written approval of the Sasol Member (such approval not to be unreasonably withheld, conditioned or delayed) before such costs may be charged to Sasol Member hereunder).



“**Exxon**” means ExxonMobil Chemical Technology Licensing LLC, a Delaware limited liability company.

“**Exxon License**” means that certain High Pressure Polyethylene Technology License Agreement, by and between Sasol Member and Exxon, dated as of December 12, 2012, as may be amended, restated, amended and restated or otherwise modified, including in conjunction with assignment or transfer of any of them pursuant to Section 6.06(b) of the MIPA.

“**First Fiscal Year**” has the meaning ascribed to such term in Section 3.5(a).

“**Fiscal Year**” has the meaning ascribed to such term in the Owner LLC Agreement.

“**Force Majeure**” has the meaning ascribed to such term in Section 13.1(a).

“**Geography**” means each of the geographic regions described on Exhibit G or any new Geography agreed to by the Parties to which Sasol Product will be marketed and sold during an applicable Fiscal Year according to the then-current Annual Marketing Plan.

“**Governmental Authority**” means any national, state, local or municipal governmental body, and any governmental, regulatory, or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative policy, regulatory, or taxing authority or power, or any court or governmental tribunal.

“**Indemnitee**” has the meaning ascribed to such term in Section 11.4(a).

“**Indemnitor**” has the meaning ascribed to such term in Section 11.4(a).

“**Initial Marketing Plan**” has the meaning ascribed to such term in Section 3.5(a).

“**Initial Term**” has the meaning ascribed to such term in Section 12.1.

“**Intellectual Property Rights**” means and includes all patents, designs, rights; in database, copyrights, trademarks, service marks, trade and business names, and all other proprietary rights in the nature of the aforesaid rights or applications therefor, in each case, that any Person may at any time own, adopt, use or register with respect to the Products.

“**Invoice Price**” means, with respect to any Sasol Product sold by Marketer, an amount in United States Dollars equal to the invoiced sales price for such Sasol Product.

“**IP Violation**” has the meaning ascribed to such term in Section 9.1(d).

“**Law**” means the applicable laws, rules, and regulations, including common law, of any Governmental Authority.

“**Lien**” means, with respect to any property or assets, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, lien, charge, easement, encumbrance, preference, priority, or other security agreement or preferential arrangement of any kind or nature whatsoever on or with respect to such property or assets (including any conditional

sale or other title retention agreement having substantially the same economic effect as any of the foregoing).

“**Marketer**” has the meaning ascribed to such term in the introductory paragraph to this Agreement.

“**Marketer Indemnitees**” has the meaning ascribed to such term in Section 11.1.

“**Marketer’s Trademarks**” means Marketer’s existing trademark, service mark, and tradename portfolio including house marks and derivations thereof whether registered or not. A non-exhaustive list of Marketer’s trademarks, service marks, and tradenames is attached as Exhibit C.

“**Marketing Performance Criteria**” means that, with respect to any calendar quarter of a Fiscal Year, actual sales of Product by Marketer have met the Equistar Marketing Commitment (i) in at least sixty-six percent (66%) of the regions of Geography in which the Marketer is marketing the Product and (ii) by at least sixty-six percent (66%) of the total aggregate sales volume in the Equistar Marketing Commitment across all regions of Geography in which the Marketer is marketing the Product.

“**Marketing Price Performance Criteria**” means that, with respect to any calendar quarter of a Fiscal Year, the weighted average actual Invoice Price of Product (less any applicable quantity rebates) sold by Marketer in each Geography has met the applicable pricing Benchmark in at least sixty-six percent (66%) of the regions of Geography in which the Marketer is marketing the Product.

“**Member**” or “**Members**” has the meaning ascribed to such term in the recitals to this Agreement.

“**Membership Interests**” has the meaning ascribed to such term in the Owner LLC Agreement.

“**MIPA**” means that certain Membership Interest Purchase Agreement, dated as of October 1, 2020 by and among Sasol Member, the Company, LyondellBasell LC Offtake LLC, Lyondell Chemical Company and Sasol Limited.

“**Net Invoice Price**” means, with respect to any Sasol Product sold by Marketer an amount in United States Dollars equal to (a) the Invoice Price for such Sasol Product less (b) the Actual Netted Costs for such Sasol Product.

“**Notice**” has the meaning ascribed to such term in Section 15.1.

“**Owner LLC Agreement**” has the meaning ascribed to such term in the recitals to this Agreement.

“**Party**” or “**Parties**” has the meaning ascribed to such term in the introductory paragraph to this Agreement.

“**Permits**” means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises, tariffs, and similar consents granted by a Governmental Authority required to provide the Services in accordance with this Agreement.

“**Person**” means any individual or entity, including any corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, unincorporated organization or Governmental Authority.

“**Product Sale Contract**” means a product sale contract between Marketer and Customer with respect to the Products.

“**Products**” has the meaning ascribed to such term in the recitals to this Agreement.

“**Receivables**” means any receivables from a Customer in respect of a sale of the Sasol Product.

“**Receiving Party**” has the meaning ascribed to such term in Section 14.1(a).

“**Reference Price**” means, with respect to any Sasol Product to be sold by Marketer, an amount in United States Dollars equal to (a) the Invoice Price for such Sasol Product less (b) the Estimated Netted Costs for such Sasol Product.

“**Representative**” has the meaning ascribed to such term in Section 14.1(b).

“**Sasol Member**” has the meaning ascribed to such term in the recitals to this Agreement and shall include its successors and assigns with regards to its Membership Interests in the Company.

“**Sasol Member Indemnitees**” has the meaning ascribed to such term in Section 11.2.

“**Sasol Product**” means the portion of the Product distributed to Sasol Member (or its Affiliates) from time to time pursuant to the Sasol Member’s Tolling Agreement.

“**Sasol Product Sale Price Decrease Amount**” means an amount equal to, with respect to any Sasol Product subject to a True-Up Report, the excess of (a) the Reference Price over the Net Invoice Price *minus* (b) the downward adjustment to the Commission owed to the Member based on the Net Invoice Price.

“**Sasol Product Sale Price Increase Amount**” means an amount equal to, with respect to any Sasol Product subject to a True-Up Report, the excess of (a) the Net Invoice Price over the Reference Price *minus* (b) the upward adjustment to the Commission owed to the Member based on the Net Invoice Price.

“**Sasol Product Sales Percentage**” has the meaning ascribed to such term in Section 3.2.

“**Second Fiscal Year**” has the meaning ascribed to such term in Section 3.5(e).

“**Services**” has the meaning ascribed to such term in Section 3.1.

“**Subsidiary**” means, with respect to any relevant Person, any other Person that is Controlled (directly or indirectly) and more than fifty percent (50%) owned (directly or indirectly) by the relevant Person.

“**Third Party**” means a Person other than (a) Sasol Member, (b) Marketer, (c) Equistar Member, (d) the Company, or (e) any Affiliate of Sasol Member, Marketer, Equistar Member or the Company.

“**Tolling Agreement**” has the meaning ascribed to such term in the recitals to this Agreement.

“**Transaction Documents**” has the meaning ascribed to such term in the Owner LLC Agreement.

“**True-Up Report**” has the meaning ascribed to such term in Section 6.2(c).

“**United States Dollars**” means the lawful currency of the United States of America.

“**Univation**” means Univation Technologies, LLC, a Delaware limited liability company.

“**Univation License**” means that certain UNIPOL Polyethylene Technology License Agreement, by and between Sasol Member and Univation, dated as of December 13, 2012, as may be amended, restated, amended and restated or otherwise modified, including in conjunction with assignment or transfer of any of them pursuant to Section 6.06(b) of the MIPA.

“**Year**” refers to the time period from January 1st to December 31st of each year.

1.2 Construction. Unless the context otherwise requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, the singular shall include the plural, and the plural shall include the singular. All references herein to Articles, Sections and subsections refer to articles, sections and subsections of this Agreement, and all references to Exhibits, Schedules and Annexes are to exhibits, schedules and annexes attached hereto, each of which is incorporated herein for all purposes unless specific reference is made to such articles, sections, subsections, exhibits, schedules and annexes of another document or instrument. Article and section titles or headings are for convenience only and neither limit nor amplify the provisions of the Agreement itself. Each accounting term not otherwise defined in this Agreement has the meaning applied per the Marketer’s standard accounting policies in accordance with generally accepted accounting principles in the United States. All references to \$ or dollar amounts will be to the lawful currency of the United States. Unless the context of this Agreement clearly requires otherwise, the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation,” and the words “hereof,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular article, section or subsection in which such words appear. References to any agreement, contract or Law are to that agreement, contract or Law as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

## ARTICLE 2 ENGAGEMENT AND RELATIONSHIP OF PARTIES

2.1 Exclusive Engagement of Marketer. Pursuant to the terms and conditions of this Agreement, Sasol Member hereby engages Marketer to act as an independent contractor and exclusive marketer to market and sell the Sasol Product on a worldwide basis. Marketer hereby accepts such engagement and agrees to use commercially reasonable efforts to market and sell the Sasol Product on a worldwide basis. Sasol Member acknowledges and agrees that Marketer's engagement hereunder is exclusive and, except as otherwise set forth herein, Sasol Member shall not otherwise market or sell the Sasol Product or engage any other Person to market, sell or perform any marketing and sales activities with respect to the Sasol Product.

### 2.2 Relationship of the Parties.

(a) For the purposes of this Agreement, Marketer is an independent contractor, and neither Marketer, its Affiliates, nor its subcontractors, nor any of their respective employees, representatives or agents shall be deemed for any purpose to be an agent, servant, employee, or representative of Sasol Member, its Affiliates or any of their Representatives. This Agreement is not intended to create and the Parties agree that there is not hereby created (a) a partnership or joint venture between the Parties (including for applicable income tax purposes), an employee/employer relationship or other relationship creating fiduciary, quasi-fiduciary, or similar duties and obligations at Law or otherwise or (b) an arrangement subjecting the Parties to joint and several or vicarious liability. Marketer, Equistar Member or their respective Affiliates' status or relationship to Sasol Member or its Affiliates shall not affect Marketer's status as an independent contractor hereunder, impose a higher standard of care than established herein, or create any duty, obligation, or liability for Marketer to perform, act, or assume responsibilities other than those specified in this Agreement.

(b) Marketer shall not be a direct legal representative of Sasol Member towards any Person for any purpose whatsoever under the terms of this Agreement.

(c) Marketer shall, including without limitation, independently organize its marketing and sales activities and shall have absolute discretion in relation to the management and running of its day-to-day operations and activities.

(d) The Parties agree that Marketer will market and sell the Sasol Product in Marketer's name, trademarks, service marks and trade names, packaging, labels, shipment documents, certificates of analysis, product brochures, technical datasheets, and the like and that Sasol Member's name will not be shown on the Products or any of these marketing and sale documents. Marketer will market and sell the Sasol Product in accordance with Marketer's standard product selling processes, including online sale, spot sale, consignment sale, agent sale, distributor sale, exportation and the like. Marketer will sell the Sasol Product and the Equistar Product according to Marketer's General Terms and Conditions for the Sale of Products (see Exhibit B) or the terms and conditions negotiated and agreed between Marketer and Customer to which both Sasol Product and Equistar Product are subject.

**ARTICLE 3**  
**SCOPE AND DUTIES OF MARKETER**

3.1 Scope of Services. Marketer shall perform, or cause to be performed, all services related to the marketing and sale of the Sasol Product on a worldwide basis. Services shall include (collectively, all of the services referred to in this Section 3.1, “**Services**”):

- (a) take all commercially reasonable endeavors to verify each Customer’s creditworthiness prior to making sales;
- (b) sell the Sasol Product in accordance with Marketer’s standard product sale process and terms and conditions;
- (c) track Customers’ orders and respond to Customers’ inquiries related to orders;
- (d) invoice Customers directly in its own name in its capacity as Marketer;
- (e) manage all storage, packaging, shipping and freight logistics with respect to Sasol Product;
- (f) collect sales proceeds from Customers and remit such Receivables to Sasol Member in accordance with Article 6;
- (g) plan and execute marketing, advertising and promotion of the Sasol Product as provided in Section 2.2(d);
- (h) produce and distribute promotional material and organize meetings with Customers and potential customers;
- (i) undertake market research and market support activities;
- (j) sampling customers for new applications or new grade development; and
- (k) provide customary financial information and other reports regarding the Services and the sales and marketing of Sasol Product, including the Sasol requirements set forth on Exhibit F and other necessary information reasonably requested by Sasol with respect to the sales and marketing of Sasol Product (provided, however, Marketer shall not be required to provide any customer information as a part of this Section 3.1(k)).

SUBJECT TO SECTION 3.2 BELOW, AND NOTWITHSTANDING THE SERVICES DESCRIBED HEREIN, MARKETER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION THAT IT WILL SELL, OFFER TO SELL, EXPORT AND OTHERWISE TRANSFER ANY PARTICULAR QUANTITY OF PRODUCT INCLUDING SASOL PRODUCT TO CUSTOMERS IN ANY YEAR OR IN ANY OTHER PERIOD.

3.2 Sale of Sasol Product and Equistar Product. Sasol Member and Marketer agree that Marketer will market and sell Sasol Product commingled with Equistar Product. For any sale of the Product, the Sasol Product and Equistar Product shall be sold on a *pari passu* basis. The Equistar Net Price received by Equistar Member and the Net Invoice Price received by Sasol Member shall be the same for their respective Product sold, as may only be adjusted based on the amount of such Product distributed to Sasol Member and Equistar Member pursuant to each of their respective Tolling Agreements (the amount of any Sasol Product subject to such sale, expressed as a percentage, the “**Sasol Product Sales Percentage**”). Furthermore, each of Equistar Member and Sasol Member shall in all instances be subject to the same terms and conditions and liabilities with respect to any Persons for their Product. Marketer shall not be permitted, without Sasol Member’s prior written consent (which may be withheld in Sasol Member’s sole discretion) to enter into any Product Sale Contracts with any Affiliates of Marketer or Equistar Member that do not contain arms-length terms and pricing consistent with then-applicable regional market prices for Sasol Product.

3.3 Authorizations, Permits and Licenses. Marketer shall obtain and maintain during the term of this Agreement, all material Permits, and make all material filings, registrations, and reports required by any applicable Governmental Authorities or under applicable Law in order for Marketer to perform its obligations under this Agreement. Notwithstanding any other provision of this Agreement, Marketer is hereby authorized and directed to perform activities and incur costs reasonably necessary to perform its obligations hereunder in compliance with applicable Law, including any Permits. Sasol Member shall be responsible only for the Sasol Product Sales Percentage of any such reasonable and documented out-of-pocket compliance costs which are borne by Marketer, and notwithstanding anything else contained in this Agreement, in no event shall Sasol Member be responsible for any compliance costs that are not required by applicable Law.

3.4 Inventory. All Products produced by the Company, including all Sasol Product and all Equistar Product, shall be commingled in the Product inventory.

3.5 Annual Marketing Plan.

(a) Initial Marketing Plan. Marketer and Sasol Member will meet within 45 days prior to the Effective Date to jointly develop an initial marketing plan (“**Initial Marketing Plan**”) for the marketing of Sasol Product. Marketer will take Sasol Member’s existing marketing plan into consideration as the baseline in the development of the Initial Marketing Plan and incorporate it into the Initial Marketing Plan to the extent commercially reasonable. Marketer will market the Product according to the Initial Marketing Plan for the first Fiscal Year (“**First Fiscal Year**”) after the Effective Date. After the First Fiscal Year, Marketer will develop the marketing plan for each Fiscal Year (the “**Annual Marketing Plan**”) according to Section 3.5(b) below.

(b) Annual Marketing Plan for Fiscal Years after the First Fiscal Year.

(i) Not less than three (3) months prior to the beginning of each Fiscal Year after the First Fiscal Year, Marketer shall prepare and present to Sasol Member for discussion a proposed Annual Marketing Plan in respect of such

subsequent Fiscal Year. The proposed Annual Marketing Plan shall indicate the planned sales volumes in each Geography and for each Product segment that the Marketer commits and targets to Benchmarks for such subsequent Fiscal Year.

(ii) Within ten (10) Business Days after Sasol Member receives the proposed Annual Marketing Plan from Marketer, Sasol Member shall notify Marketer if Sasol Member desires to consult with Marketer regarding the proposed Annual Marketing Plan and Marketer shall (whether by telecommunication, videoconference or in person), within ten (10) Business Days of Sasol Member's notice, meet and consult with Sasol Member regarding the proposed Annual Marketing Plan. If Marketer and Sasol Member agree on the proposed Annual Marketing Plan, Marketer shall issue the Annual Marketing Plan as agreed by Marketer and Sasol Member, which plan shall be deemed the Annual Marketing Plan for such subsequent Fiscal Year for all purposes hereunder. If the Parties are unable to agree on the proposed Annual Marketing Plan, after the Parties have escalated the matter to the senior executives of the ultimate parents of both Parties for consultation (which senior executives, for purposes of clarity, shall be Persons with no lower level of seniority than (A) with respect to the ultimate parent of Marketer, the Executive Vice President Global Olefins and Polymers and (B) with respect to the ultimate parent of Sasol Member, the Executive Vice President Chemicals), then no later than November 30 of the current calendar year, Marketer shall issue an updated Annual Marketing Plan for the upcoming Fiscal Year containing Marketer's updates and the changes, if any, agreed by the Parties pursuant to this Section 3.5(b) and such modified draft Annual Marketing Plan shall be deemed the Annual Marketing Plan for such subsequent Fiscal Year for all purposes hereunder.

(c) Adverse Market Change. If, in either Party's reasonable discretion, a Party observes potential Adverse Market Changes that may impact the marketing and sale of Sasol Product, either Party may request a consultation regarding potential revisions to the then-current Annual Marketing Plan. If Sasol Member is the requesting Party, Marketer shall be obligated to (whether by telecommunication, videoconference or in person), within ten (10) Business Days of Sasol Member's notice, meet and consult with Sasol Member to discuss any necessary updates to the then-current the Annual Marketing Plan. If Marketer is the requesting Party, after Sasol Member receives Marketer's notice for consultation, Sasol Member shall notify Marketer within ten (10) Business Days if Sasol Member desires to consult with Marketer regarding any necessary updates to the then-current Annual Marketing Plan and Marketer shall (whether by telecommunication, videoconference or in person), within ten (10) Business Days of Sasol Member's notice, meet and consult with Sasol Member to discuss such updates to the then-current Annual Marketing Plan. If Marketer and Sasol Member agree on the proposed updated Annual Marketing Plan, Marketer shall make all agreed-upon updates and issue the updated Annual Marketing Plan so agreed, and such updated Annual Marketing Plan shall be deemed the Annual Marketing Plan for the remainder of the applicable Fiscal Year for all purposes hereunder. If (i) Sasol Member chooses not to consult with Marketer or (ii) the Parties are unable to agree on all proposed updates to the Annual Marketing Plan, after the Parties have escalated the matter to the senior executives of the ultimate parents of both Parties for consultation (which senior executives, for purposes of clarity, shall be Persons with no lower level of seniority than



(A) with respect to the ultimate parent of Marketer, the Executive Vice President Global Olefins and Polymers and (B) with respect to the ultimate parent of Sasol Member, the Executive Vice President Chemicals), then Marketer shall issue an updated Annual Marketing Plan for such Fiscal Year containing Marketer's proposed updates and the changes, if any, agreed by the Parties pursuant to this Section 3.5(c), and such updated Annual Marketing Plan shall be deemed the Annual Marketing Plan for the remainder of such Fiscal Year for all purposes hereunder.

(d) No later than fifteen (15) days after the end of each calendar quarter of each Fiscal Year, Marketer shall provide a quarterly report to Sasol Member summarizing such calendar quarter's marketing operations, and thereafter Marketer and Sasol Member shall meet (whether by telecommunication, videoconference or in person) to review actual sales of Product in each Geography against the projected sales and performance Benchmarks under the then-current Annual Marketing Plan to determine whether Marketer has met the Marketing Performance Criteria and the Marketing Price Performance Criteria. In addition, Marketer will consult with Sasol Member regarding any necessary adjustments with respect to the remaining calendar quarters and will adjust the Annual Marketing Plan accordingly. If Sasol Member disagrees with the adjustments, the Parties shall escalate the matter to the senior executives of the ultimate parents of both Parties for consultation (which senior executives, for purposes of clarity, shall be Persons with no lower level of seniority than (i) with respect to the ultimate parent of Marketer, the Executive Vice President Global Olefins and Polymers and (ii) with respect to the ultimate parent of Sasol Member, the Executive Vice President Chemicals).

(e) If, during the second Fiscal Year following the Effective Date (the "**Second Fiscal Year**"), within any six (6)-consecutive month period, Marketer fails to achieve the cumulative sales volume requirements set forth in the then-current Annual Marketing Plan for such six (6)-consecutive month period, Sasol Member may, at its sole discretion, by giving Marketer at least thirty (30) days' prior written notice, require Marketer to purchase from Sasol Member the actual volume shortfall of Sasol Product against the volume requirements set forth in the then-applicable Annual Marketing Plan for such period at the ICIS USGC Export Bagged posted price coinciding with the time period of the shortfall, but in no event shall the volume to be purchased by Marketer exceed fifteen thousand metric tons (15KT) of Product in the aggregate in the Second Fiscal Year and Marketer shall have ninety (90) days following the end of the applicable six (6) consecutive month period to complete any purchase of Sasol Product under this Section 3.5(e). For the avoidance of doubt, Sasol Member may only count a calendar month during the Second Fiscal Year one time for purposes of establishing the six (6)-consecutive month period set forth above, but this limitation shall not, to the extent Marketer fails to achieve the cumulative sales volume requirements set forth in the then-current Annual Marketing Plan during each of the six consecutive months from January through June and July through December during the Second Fiscal Year, foreclose Sasol Member from exercising the remedy set forth in this Section 3.5(e) more than one time during the Second Fiscal Year.

(f) In the event that from and after the date that is two (2) years following the Effective Date, Marketer fails to meet the Marketing Performance Criteria or Marketing Price Performance Criteria for three (3) consecutive full calendar quarters commencing with the first calendar quarter following such second anniversary and such failure is not caused by any Force Majeure Event or any failure of Products supply by the Company, Sasol Member may terminate this Agreement effective upon providing Marketer eighteen (18) months' written notice. Such

termination and Sasol Member's rights under Section 3.5(e) shall be Sasol Member's sole and exclusive remedies with respect to failure by Marketer to achieve the Marketing Performance Criteria or the Marketing Price Performance Criteria. For the avoidance of doubt, other than the termination right pursuant to this Section 3.5(f) and Sasol Member's rights under Section 3.5(e), Marketer shall not have any liability for failure to meet the Annual Marketing Plan.

#### **ARTICLE 4 OBLIGATIONS OF SASOL MEMBER**

4.1 Transfer of Title. Title to and risk of loss with respect to Sasol Product will pass from Sasol Member to Customer according to the terms and conditions of the applicable Product Sale Contract between Marketer and Customer. Sasol Member shall insure Sasol Product. Notwithstanding the foregoing, Marketer acknowledges and agrees that Marketer shall have care, custody and control of all Sasol Product following delivery of such Sasol Product to Sasol Member at the Plant (as defined in the Tolling Agreement) following the toll-conversion of the Sasol Product under the Tolling Agreement until transfer of title under the applicable Product Sale Contract, and Marketer agrees that Marketer shall (and shall cause its Affiliates and representatives not to) not allow for any Liens of any kind to be attached to the Sasol Product while the same is in Marketer's care, custody and control.

4.2 Antitrust Guidelines and Information Protocols.

(a) The Parties acknowledge that they may conduct business of a nature which may be competitive with or is the same as or similar to the business of the other Parties and/or the Company. Subject to Section 2.8 of the LLC Agreement, nothing in this Agreement shall restrict or prohibit either Party from continuing to conduct its business and to compete with the other Party and/or the Company so long as such action does not violate the terms of this Agreement.

(b) The Parties further acknowledge that any commercially sensitive information (which may include information on licensed technologies needed for the operation of the Company) passed on between the Parties and/or the Company shall be limited, as reasonably necessary, for the Parties and their respective Affiliates, as applicable, to (i) own and operate the Company as the Company's members; and (ii) perform their obligations and responsibilities consistent with those certain agreements by and among each other. In this respect, the Parties undertake to implement reasonably necessary measures to prevent any information flows between the Parties and / or the Company that exceed the aforementioned requirement, including with regard to products and services on which the Parties compete outside of the products produced by or similar to the products produced by the Company.

(c) Each Party shall establish antitrust guidelines and protocols for its personnel that receive commercially sensitive information or are involved with review or development of the Initial Marketing Plan or Annual Marketing Plan. For the avoidance of doubt, such measures shall not prevent, as reasonably necessary, exchanges by and among the Parties and/or the Company in the course of normal business interactions on behalf of the Company, the Parties and their respective Affiliates, as applicable.

## ARTICLE 5 DELIVERY OF PRODUCTS

### 5.1 Shipment and Costs.

(a) All shipments under this Agreement shall be made by Marketer using the method and carrier selected by Marketer in its sole discretion subject to the terms of applicable Product Sale Contract.

(b) Sasol Member shall bear the costs of any shipment (including, without limitation, packaging, transportation and insurance) and such costs shall be reflected in the determination of the Actual Netted Costs in accordance with Section 6.2(b).

(c) The Parties acknowledge and agree that reimbursement for shipment and related costs incurred by Marketer hereunder shall be in addition to the Commission due to Marketer.

## ARTICLE 6 SALE PROCEEDS

6.1 Remittance. Marketer shall diligently collect Receivables from Customers with respect to the Sasol Product and shall remit the Reference Price to Sasol Member in accordance with Section 6.2. To the extent that any portion of the Reference Price is not remitted to Sasol Member in accordance with Section 6.2(b), Marketer shall be liable to Sasol Member for any payment of the Reference Price not paid by a Customer. Any Reference Price shall be due and payable to Sasol Member fifty (50) days after the delivery by Marketer to Customer of the invoice that relates to the Product for which the Reference Price has not been paid. For the avoidance of doubt, Marketer agrees that Marketer will deliver invoices due to Customers under all Product Sale Contracts no later than three (3) Business Days after the Product is made available to the applicable Customer under each such Product Sale Contract.

### 6.2 Bank Accounts and Netting.

(a) The Receivables collected by Marketer from Customers shall be deposited in one or more bank accounts of Marketer in its own name. Marketer shall keep clearly identified records of the amounts of such Receivables.

(b) Subject to Section 6.1, for each sale of Products, Marketer shall remit to Sasol Member the Sasol Product Sales Percentage of all proceeds from the Receivables attributable to such Sasol Product collected by Marketer by electronic funds transfer on or prior to the fifth (5<sup>th</sup>) Business Day following the receipt of such proceeds by Marketer (after netting an amount equal to the Commission with respect to such Sasol Product).

(c) No later than fifteen (15) days following the end of each calendar month, Marketer shall prepare a report (the “**True-Up Report**”) indicating the difference, if any, between Marketer’s Reference Price and the Net Invoice Price for any Sasol Product sold during such month and for which Receivables were received (including, for the avoidance of doubt, adjustments to Actual Netted Costs previously the subject of a True-Up Report).

(i) If the Reference Price exceeds the Net Invoice Price, such report shall be accompanied by an invoice prepared by Marketer for an amount equal to Sasol Product Sale Price Decrease Amount, which amount shall be due and payable by Sasol Member fifteen (15) days following receipt of such invoice.

(ii) If the Net Invoice Price exceeds the Reference Price, Marketer shall, within fifteen (15) days of such determination, reimburse Sasol Member for the Sasol Product Sale Price Increase Amount.

(d) Interest, bank or other charges on, and any income earned on deposited amounts in the bank accounts referred to in Section 6.2(a) above, shall be for the account of Marketer.

## ARTICLE 7 MARKETING COMMISSION

### 7.1 Commission.

(a) In consideration for Marketer providing the Services hereunder, Marketer shall be permitted to net from the payment to Sasol Member pursuant to Section 6.2(b) a commission equal to [REDACTED] fee of the Reference Price with respect to any Sasol Product (the “**Commission**”), which amount shall be true-up in accordance with Section 6.2(c) such that after giving effect to such true-up, the Commission equals [REDACTED] of the Net Invoice Price. For the avoidance of doubt, Marketer shall only be entitled to the Commission on the amount of the actual Net Invoice Price paid to the Sasol Member hereunder with respect to the Sasol Product.

(b) In the event that any other amounts are due and payable to Marketer pursuant to the terms of this Agreement, Marketer shall invoice Sasol Member for such amounts and except as otherwise specified herein, Sasol Member shall pay Marketer any undisputed invoice amounts within fifteen (15) days of receipt of such invoice.

7.2 Currency. If any compensation, including without limitation the Commission, payable to Marketer is in a currency other than United States Dollars, then the amount of such compensation shall be paid in United States Dollars to be converted at the exchange rate provided in the Marketer’s systems, applications and products system (SAP) on the date of such invoice. If any costs are incurred by Marketer in a currency other than United States Dollars, then the amount of such compensation shall be converted at the exchange rate provided in the Marketer’s systems, applications and products system (SAP) on the date such costs are incurred.

7.3 Tax. All compensation, including without limitation the Commission, payable to Marketer under the terms of this Agreement shall be exclusive of sales and use taxes, value added tax, customs duties, other similar taxes, and other applicable transfer costs, which if applicable, shall be added to Marketer’s compensation at the appropriate rate.

#### 7.4 Record Keeping.

(a) At all times during the term of the Agreement, Marketer shall maintain at its principal place of business, full, complete and accurate books and records with regard to its activities under the Agreement according to Marketer's record retention policy.

(b) Upon at least forty-five (45) days' advance written Notice to Marketer, Sasol Member shall have the right, during regular business hours, at the expense of Sasol Member, to initiate (or cause its designated representatives to initiate) an audit of Marketer's and any of its relevant Affiliates' procedures, books and records, and sales data, in each case, relating solely to Estimated Netted Costs, Actual Netted Costs, Reference Price, Invoice Price, the Commission, the Services and the Annual Marketing Plan (the "**Books and Records**"). Sasol Member shall not initiate an audit more than once per Fiscal Year, unless a prior audit revealed material discrepancies for which an additional audit would be reasonably necessary (and such additional audit shall be limited to the area that gave rise to such discrepancy) and such audit shall only be for the two Fiscal Years most recently completed at the time such audit is initiated. Any audit shall be conducted by a Third Party auditor proposed by Sasol Member and such Third Party auditor shall execute a confidentiality and non-disclosure agreement substantially in the form set forth in Exhibit D prior to the commencement of such review. Each of Sasol Member and Marketer acknowledge and agree, and will so instruct such auditor, that any confidential or proprietary information of Marketer or its Affiliates supplied pursuant to an audit will not be divulged to Sasol Member or any other Person, and that Marketer will not be required to divulge directly to Sasol Member any records that it or its Affiliates reasonably deem confidential or proprietary. Such audit shall be conducted in a reasonable period of time and shall use reasonable efforts to minimize inconvenience to Marketer's personnel and disruption of Marketer's business. Marketer agrees (and agrees to cause any of its relevant Affiliates) to reasonably cooperate with the Third Party auditor in the performance of any such audit, including making Marketer's and its relevant Affiliates' outside auditors available, at the expense of Sasol Member, for explanation of the Books and Records for the period being audited.

(c) At the conclusion of an audit, the Parties shall endeavor to settle outstanding matters expeditiously. To this end, Sasol Member will make a reasonable effort to prepare and distribute a written report to Marketer as soon as reasonably practicable. The report shall include all claims arising from such audit and reasonable back-up information supporting such claims. Marketer shall promptly (i) adjust its Books and Records to reflect all adjustments resulting from an audit agreed to between the Parties and (ii) issue a credit or charge to Sasol Member, if applicable. If any dispute shall arise in connection with an audit which the Parties are unable to resolve within thirty (30) days of good faith negotiations, then such dispute shall be resolved pursuant to Section 15.5.

### **ARTICLE 8 LIMITATION OF LIABILITY**

8.1 LIABILITY CAP. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT WITH REGARD TO (A) EITHER PARTY'S LIABILITY IN RESPECT OF ITS RELEASE, INDEMNITY AND DEFENSE OBLIGATIONS SET FORTH IN THIS AGREEMENT, AND (B) ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH

THE FRAUD, INTENTIONAL BREACH OF ANY PAYMENT OBLIGATION HEREUNDER, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE MARKETER INDEMNITEES OR THE SASOL MEMBER INDEMNITEES, IN NO EVENT WILL (I) MARKETER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE COMMISSION PAID TO MARKETER IN ANY FISCAL YEAR AND (II) SASOL MEMBER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO \$50,000 IN ANY FISCAL YEAR. FOR THE AVOIDANCE OF DOUBT, MARKETER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO SASOL MEMBER UNDER THIS AGREEMENT WHICH LOSS OR DAMAGE IS CAUSED BY THE PRODUCT'S FAILURE TO MEET PRODUCT SPECIFICATIONS MUTUALLY AGREED TO BY THE PARTIES.

8.2 CONSEQUENTIAL DAMAGES. NO PARTY SHALL BE LIABLE UNDER THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, PROFESSIONAL LIABILITY, PRODUCT LIABILITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFIT (EXCLUDING LOST PROFITS THAT CONSTITUTE DIRECT DAMAGES AS A MATTER OF LAW), LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REVENUES, OR LOSS OF GOOD WILL; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO THIRD PARTY INDEMNITIES EXPRESSLY PROVIDED IN THIS AGREEMENT.

## **ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS**

### 9.1 Use of Intellectual Property Rights.

(a) The Products shall be sold under Marketer's Trademarks. Marketer shall have the sole and exclusive right to market, brand, label, and sell the Products directly or through Third Parties, without accounting to any other Person including Sasol Member.

(b) Marketer may at its sole and exclusive election seek to register and register, and maintain Marketer's Trademarks with the patent and/or trademark office of any country or territory in which the mark(s) associated with the Products are used or intended to be used. Sasol Member shall, at Marketer's request, truthfully and accurately sign or attest to any submissions, filings or similar documentation as necessary to assist with the maintenance and prosecution of any such registration or application for registration.

(c) Sasol shall itself not attach or affix any patent notice, copyright notice, trademark or trade name (including Marketer's Trademarks), serial number, model number, brand name or legend to the Products, and Sasol Member shall not alter, deface, remove, cover, mutilate, or add to, in any manner whatsoever, any patent notice, copyright notice, trademark, trade name, serial number, model number, brand name or legend, as the case may be, that Marketer or its relevant Affiliate may attach or affix to the Products. Sasol Member acknowledges that (a) Marketer is the owner of Marketer's Trademarks throughout the world,

and all goodwill related thereto, and (b) all use of Marketer's Trademarks in connection with the Products and any goodwill accruing from such use will inure solely to Marketer's benefit. If Sasol Member acquires any rights in Marketer's Trademarks, by operation of Law or otherwise, Sasol Member hereby irrevocably assigns such rights to Marketer without further action by any of the Parties. Sasol Member shall not dispute or challenge, or assist any Third Party in disputing or challenging, Marketer's rights in and to any Marketer's Trademarks used in association with the Products or their validity.

(d) Prior to sale of any Products arising out of new Product applications or new Product grades developed by Marketer (each a "**Developed Product**") or sale of an existing Product or Product application into a new country, Marketer will use commercially reasonable efforts, including where appropriate, undertaking appropriate legal and technical review, to ensure that marketing or sale of such Developed Product or new country introduction does not result in the infringement or violation of the Intellectual Property Rights of any Person or breach of any contractual undertakings to which Company, Marketer, Sasol Member, Equistar Member or any of their Affiliates is bound (any such infringement, violation or breach, an "**IP Violation**"). Notwithstanding the foregoing, Marketer and Sasol Member shall share the liability arising from any IP Violation on a *pari passu* basis except to the extent resulting from Marketer's willful infringement of the Exxon License or the Univation License or Marketer's breach of any written protocols related thereto.

(e) Sasol Member at all times shall defer to Marketer with respect to the marketing, sale and quality (as measured and defined by Marketer's laboratories) of the Products to bear Marketer's Trademarks.

## 9.2 Intellectual Property Claims.

(a) Sasol Member shall promptly notify Marketer of (i) any third party claims or objections (or threatened claims or objections), of which it obtains actual knowledge, that the marketing or sale of Products hereunder (including use of the Marketer's Trademarks in connection with the marketing and sale of Products) infringes, violates or dilutes the Intellectual Property Rights of another Person and (ii) any instances actually known to Sasol Member of material infringement, imitations, illegal use, or misuse, by any Person, of the Marketer's Trademarks in connection with the marketing and sale of products competing with Products in the same market segments.

(b) Sasol Member shall not take any legal action related to the protection of any of Marketer's Intellectual Property Rights without the prior written approval of Marketer or its relevant Affiliates, and Sasol Member shall render to Marketer or its relevant Affiliate, at Marketer's expense (other than any de minimis expenses), all reasonable assistance in connection with any matter relating to the protection of the Intellectual Property Rights or Marketer's Trademarks, whether in courts, administrative agencies, or otherwise.

**ARTICLE 10**  
**REPRESENTATIONS AND WARRANTIES**

10.1 Representations and Warranties of Sasol Member. Sasol Member represents and warrants to Marketer that on and as of the date hereof:

(a) It is duly organized and validly existing under the Laws of the State of Delaware, with power and authority to carry on the business in which it is engaged and to perform its obligations under this Agreement.

(b) This Agreement has been executed and delivered in accordance with any entity governance requirements of Sasol Member.

(c) It has all the requisite limited liability company power and authority to enter into this Agreement and perform its obligations hereunder.

(d) Its execution, delivery, and performance of this Agreement will not violate (i) any of the provisions of its organizational documents, (ii) any agreements pursuant to which it or its property is bound, or (iii) any Laws, except with respect to clauses (ii) and (iii), as would not, individually or in the aggregate, have a material adverse effect on Sasol Member and its Subsidiaries (other than the Company), taken as a whole.

(e) This Agreement is valid, binding, and enforceable against it in accordance with its terms subject to Bankruptcy, moratorium, insolvency, and other Laws generally affecting creditors' rights and general principles of equity (whether applied in a proceeding in a court of Law or equity).

(f) There are no Claims pending or, to Sasol Member's knowledge, threatened in writing against or affecting Sasol Member before any Governmental Authority that could reasonably be expected to materially adversely affect the ability of Sasol Member to perform its obligations under this Agreement.

(g) Sasol Member is not subject to any Bankruptcy.

10.2 Representations and Warranties of Marketer. Marketer represents and warrants to Sasol Member that on and as of the date hereof:

(a) It is duly organized and validly existing and in good standing under the Laws of the State of Delaware and qualified to do business in all jurisdictions where such qualification is necessary or required to fulfill its obligations under this Agreement, with power and authority to carry on the business in which it is engaged to perform its obligations under this Agreement.

(b) This Agreement has been executed and delivered in accordance with any entity governance requirements of Marketer.

(c) It has all the requisite limited liability company power and authority to enter into this Agreement and perform its obligations hereunder.



(d) Its execution, delivery, and performance of this Agreement will not violate (i) any of the provisions of its organizational documents, (ii) any agreements pursuant to which it or its property is bound, or (iii) any Laws, except with respect to clauses (ii) and (iii), as would not, individually or in the aggregate, have a material adverse effect on Marketer and its Subsidiaries, taken as a whole.

(e) This Agreement is valid, binding, and enforceable against it in accordance with its terms subject to Bankruptcy, moratorium, insolvency, and other Laws generally affecting creditors' rights and general principles of equity (whether applied in a proceeding in a court of Law or equity).

(f) There are no Claims pending or, to Marketer's knowledge, threatened in writing against or affecting Marketer before any Governmental Authority that could reasonably be expected to materially adversely affect the ability of Marketer to perform its obligations under this Agreement.

(g) It is not subject to any Bankruptcy.

## ARTICLE 11 INDEMNIFICATION

11.1 Indemnification of Marketer. Subject to Sections 8.1, 11.2 and 11.3, Sasol Member shall INDEMNIFY, PROTECT, DEFEND, RELEASE, and HOLD HARMLESS Marketer and its Affiliates, and its and their respective agents, officers, directors, equityholders, employees, partners, members, managers, servants, consultants, contractors, subcontractors, representatives, agents, insurers, and permitted successors and assigns (together with Marketer, the "**Marketer Indemnitees**") from and against any and all Claims suffered by or asserted against any Marketer Indemnitees as a result of, caused by, or arising out of (a) personal injury or death to any member of the Sasol Member Indemnitees; (b) property damage of any Sasol Member Indemnitees or (c) property damage to railcars owned or leased by Marketer (or its Affiliates) to the extent utilized in transporting Sasol Product (but excluding Marketer's share of any such damages attributable to Equistar Product), in each case, except to the extent of any fraud, gross negligence or willful misconduct of any member of the Marketer Indemnitees; provided, however, that Sasol Member shall have no indemnity or defense obligations to any Marketer Indemnitees with respect to matters for which Marketer is required to indemnify or defend any Sasol Member Indemnitees pursuant to Sections 11.2 or 11.3.

11.2 Indemnification of Sasol Member. Subject to Sections 8.1 and 11.3, Marketer shall INDEMNIFY, PROTECT, DEFEND, RELEASE, and HOLD HARMLESS Sasol Member and its Affiliates, and its and their respective agents, officers, directors, equityholders, employees, partners, members, managers, servants, consultants, contractors, subcontractors, representatives, agents, insurers, and permitted successors and assigns (together with the Sasol Member, the "**Sasol Member Indemnitees**") from and against any and all Claims suffered by or asserted against any Sasol Member Indemnitees as a result of, caused by, or arising out of (a) personal injury or death to any member of the Marketer Indemnitees; or (b) property damage of any Marketer Indemnitees (excluding property damage to any railcars leased or owned by any Marketer Indemnitee and utilized to transport Sasol Product), in each case, except to the extent

of any fraud, gross negligence or willful misconduct of any member of the Sasol Member Indemnitees.

11.3 Indemnification for Third Party Claims. (a) Marketer shall INDEMNIFY, PROTECT, DEFEND, RELEASE, and HOLD HARMLESS the Sasol Member Indemnitees from and against any and all Claims suffered or asserted by any Third Parties (excluding any members of the Sasol Member Indemnitees or the Marketer Indemnitees) to the extent relating to the Equistar Product, including but not limited to product liability, environmental liability, failure to meet the Product specifications, failure to meet the product warranties, IP Violations, and the like, except to the extent of any fraud, gross negligence or willful misconduct of any member of the Sasol Member Indemnitees, and (b) Sasol Member shall INDEMNIFY, PROTECT, DEFEND, RELEASE, and HOLD HARMLESS the Marketer Indemnitees from and against any and all Claims suffered or asserted by any Third Parties (excluding any members of the Sasol Member Indemnitees or the Marketer Indemnitees) to the extent relating to the Sasol Product, including but not limited to product liability, environmental liability, failure to meet the Product specifications, failure to meet the product warranties, IP Violations, and the like, except to the extent of any fraud, gross negligence or willful misconduct of any member of the Marketer Indemnitees and, in the case of IP Violations, except to the extent resulting from Marketer's willful infringement of the Exxon License or the Univation License or Marketer's breach of any written protocols related thereto.

#### 11.4 Third Party Claims.

(a) In the event of the assertion of any Third Party Claim by a Person entitled to be indemnified under this Article 11 (each, an "**Indemnatee**"), the Person allegedly required to provide indemnification protection under this Article 11 (each, an "**Indemnitor**") will have the right, subject to the provisions set forth in this Section 11.4 and the Indemnitor's prior written confirmation to the Indemnatee that such Third Party Claim is covered as an indemnification claim under this Agreement within thirty (30) days of the receipt of a written notice (a "**Claim Notice**") from the Indemnatee, to assume the defense of same at such Indemnitor's expense, including the appointment and selection of counsel on behalf of the Indemnatee so long as such counsel is reasonably acceptable to the Indemnatee. Subject to Section 11.4(d), the Indemnitor will have the right to settle or compromise or take any corrective or remediation action with respect to any such Claim by all appropriate proceedings, and the Indemnitor shall use commercially reasonable efforts to diligently prosecute such proceedings to a final conclusion or settle such proceedings at the discretion of the Indemnitor. If the Indemnitor assumes the defense of any such Third Party Claim, the Indemnatee will be entitled, at its own cost and expense, to participate with the Indemnitor in the defense of any such Claim and to engage separate counsel of its choice for such purpose; provided that, notwithstanding the foregoing, the Indemnitor shall pay the reasonable costs and expenses of such defense (including reasonable attorneys' fees and expenses) of the Indemnatee if (i) the Indemnitor consents in writing to paying such costs and expenses, (ii) the use of counsel chosen by the Indemnitor to represent the Indemnatee would, based on the good faith advice of such Indemnatee's outside counsel, present such counsel with a conflict of interest, (iii) the named parties to such Third Party Claim include both the Indemnatee and the Indemnitor and (A) the Indemnatee shall have reasonably concluded that there are or may be defenses available to such Indemnatee that are different from or additional to those available to the Indemnitor, or (B) the Indemnatee's outside counsel shall

have reasonably concluded it would be inappropriate under applicable standards of professional conduct to have common counsel for the Indemnitee and the Indemnitor due to actual or potential differing interests between the Indemnitor and such Indemnitee, or (iv) the Indemnitor fails to assume such defense or engage counsel reasonably satisfactory to the Indemnitee, in each case, in a timely manner; provided, further, that, for the avoidance of doubt, such Claim and the prosecution and negotiation thereof shall be controlled by the Indemnitor subject to the other terms of this Section 11.4. Notwithstanding the foregoing, the Indemnitee will have the right to defend any such Third Party Claim until such time as the Indemnitor agrees to assume the defense of such Claim, and any costs or expenses incurred by the Indemnitee in connection therewith will be Claims hereunder and subject to indemnification in accordance with and subject to the terms of this Article 11. If the Indemnitor has assumed the defense of a Third Party Claim pursuant to this Section 11.4, it will (x) keep the Indemnitee advised of the status of such Third Party Claim and the defense thereof on a reasonably current basis, (y) reasonably consult with the Indemnitee with respect to the defense and settlement thereof, and (z) consider in good faith the recommendations made by the Indemnitee with respect thereto.

(b) Notwithstanding the foregoing, the Indemnitor will not be entitled to control the defense of any Third Party Claim if such control or defense (i) would lead to a conflict or potential conflict between the Indemnitee and the Indemnitor or (ii) such Third Party action is (A) for equitable or injunctive relief or any claim that would impose criminal liability or criminal damages, or (B) in the reasonable opinion of the Indemnitee, the Third Party Claim could have a material adverse effect on the business, assets, Claims, condition (financial or otherwise) or results of operations of the Indemnitee.

(c) If the Indemnitor (i) does not expressly elect to assume the defense of such Third Party Claim within the time period and otherwise in accordance with Section 11.4(a), (ii) is not otherwise entitled to assume the defense of such Third Party action pursuant to Section 11.4(b), or (iii) after assuming such defense, fails to use commercially reasonable efforts to diligently prosecute such Claim, the Indemnitee may assume control of such defense and the reasonable costs and expenses of such defense (including fees and expenses of counsel) shall be Claims hereunder, subject to indemnification in accordance with and subject to the terms of this Article 11. If the Indemnitee assumes the control of such defense, then the Indemnitor shall be entitled, at its sole option and expense, to participate in any prosecution of such Claim or any settlement negotiations with respect to such Claim.

(d) Notwithstanding anything to the contrary in this Agreement, the Indemnitor will not be permitted to (i) settle, compromise, take any corrective or remedial action, or enter into an agreed judgment or consent decree, in each case, that subjects the Indemnitee to any criminal liability, requires an admission of guilt or wrongdoing on the part of the Indemnitee or imposes any continuing obligation on, or requires any payment from the Indemnitee, or (ii) settle or compromise any Third Party Claim that does not fully and unconditionally release the Indemnitee, in each case, without the Indemnitee's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Subject to the terms of this Section 11.4, to the extent the Indemnitor has assumed the defense of a Third Party Claim, the Indemnitee will not admit any liability with respect to, or settle, compromise or discharge, any Third Party Claim without the prior written consent of the Indemnitor.

11.5 Payment of Damages. The indemnification required hereunder shall be made by periodic payments of the amount thereof during the course of the investigation or defense within ten days as and when reasonably specific bills are received or loss, liability, claim, damage, or expense is incurred and reasonable evidence thereof is delivered. In calculating any amount to be paid by an Indemnitor by reason of the provisions of this Agreement, the amount shall be reduced by any insurance proceeds actually received from insurance policies carried pursuant to this Agreement. The Indemnitee shall use commercially reasonable efforts to mitigate any and all losses arising out of any Claim.

## **ARTICLE 12 TERM AND TERMINATION**

12.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter until the earliest of (a) the date that is five (5) years following the Effective Date (“Initial Term”), (b) termination of this Agreement in accordance with Section 3.5(f), (c) termination of this Agreement by the mutual written agreement of the Parties, (d) upon written notice by Sasol Member to Marketer, if Equistar Member (together with its Affiliates) holds less than one-third of the outstanding Membership Interests in the Company or (e) the date on which Sasol Member no longer holds any outstanding Membership Interests in the Company; provided, that the term in above (a) shall be extended for successive five (5)-year renewal terms unless at least two (2) years prior to the scheduled expiration date of the Initial Term or any renewal term, either Party has provided a notice of non-renewal to the other Party.

## **ARTICLE 13 FORCE MAJEURE**

### 13.1 Force Majeure.

(a) For purposes of this Agreement, the term “**Force Majeure**” includes (i) any acts of God and the public enemy, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections, riots, (ii) pandemic, epidemic, serious illness or plagues, disease, quarantine restrictions, health emergency or outbreak (whether or not any such events are foreseeable) (iii) any natural disasters (including, without limitation, severe weather events such as landslides, lightning, earthquakes, tornadoes, fires, storms, floods, high water, extreme temperatures, extreme precipitation, droughts, washouts, hurricanes or tropical storms, whether or not caused by climate change and whether or not any such events are foreseeable), (iv) arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, terrorist attacks, or explosions, (v) breakage or accident to machinery, reactors or lines of pipe, or freezing of pipelines to the extent such breakage or accident is (A) caused solely by another Force Majeure event and (B) not contributed to by the lack of regular maintenance, inspection and operation of such machinery, reactors, lines of pipe or pipelines or by failure to maintain spares and other supplies consistent with prudent industry practice, (vi) inability to obtain or unreasonable delays in obtaining additional necessary Permits to the extent such Permits are not required to perform the Services as of the Effective Date (provided Marketer has used commercially reasonable efforts to obtain such Permits), any rules, orders, acts or restraint of any Governmental Authority, or any other changes to Laws or insurance obligations, in each case, that are applicable to the Marketer, Sasol Member, Products

or the Services and are enacted after the Effective Date and (vii) any other event that is beyond the reasonable control of the Party claiming Force Majeure and could not have reasonably been avoided; provided that the Party claiming Force Majeure shall give prompt Notice of such event to the other Party and take reasonable action to remove the basis for nonperformance (or mitigate the effects thereof) and after doing so resume performance as soon as possible. Notwithstanding any other provision of this Agreement to the contrary, “**Force Majeure**” does not include a Party’s financial inability to perform hereunder.

(b) Notwithstanding any other provision of this Agreement to the contrary, in the event a Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder and any indemnification obligations hereunder), the obligation of such Party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected Party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected Party.

## **ARTICLE 14 CONFIDENTIAL INFORMATION**

### 14.1 Confidential Information.

(a) Each Party (the “**Receiving Party**”) acknowledges that, from time to time, it may receive Confidential Information from the other Party (the “**Disclosing Party**”), the improper use or disclosure of which may be damaging to the Disclosing Party. The Receiving Party agrees to keep the Confidential Information strictly confidential and not to disclose any Confidential Information to any Person except as expressly provided by this Article 14 and refrain from using such Confidential Information except in connection with provision of the Services.

(b) Notwithstanding the provisions of Section 14.1(a), a Receiving Party may disclose Confidential Information to its employees, contractors, agents, insurers, directors, officers, managers, members, equityholders, legal and accounting advisors, and other representatives (collectively, “**Representatives**”) who need to know such Confidential Information but only if such Representatives have agreed to be bound by the provisions of this Article 14 or are otherwise subject to a duty of confidentiality substantially as stringent than that set forth in this Article 14. The Receiving Party shall make commercially reasonable efforts to ensure that all of its Representatives to whom Confidential Information is disclosed comply with the requirements of this Article 14 and with the terms of any third-party agreement under which the Confidential Information of any Third Party is disclosed (to the extent the Receiving Party is made aware of such terms). The Receiving Party agrees and acknowledges that it shall be held

accountable for disclosures in contravention of this Article 14 by its Representatives. Additionally, a Receiving Party may disclose Confidential information to a Third Party in connection with a bona fide negotiation regarding the sale, whether direct or indirect, of all or any portion of the Receiving Party's Membership Interest, provided that such Third Party shall have agreed to be bound by (i) the provisions of this Article 14 or is otherwise subject to a duty of confidentiality substantially as stringent than that set forth in this Article 14; and (ii) a clean team agreement or other similar agreement, if such Third Party conducts business of a nature which may be competitive with or is the same as or similar to the business of LyondellBasell and/or the Company. The Receiving Party agrees and acknowledges that it shall be held accountable for disclosures in contravention of this Article 14 by such Third Party.

(c) Notwithstanding anything to the contrary set forth herein, it is understood that a Receiving Party or its Representatives may be compelled to disclose Confidential Information (or portions thereof) (i) pursuant to subpoena or other court process, or in connection with litigation or any regulatory proceeding or investigation; (ii) at the express direction of any authorized Governmental Authorities, with jurisdiction over the Receiving Party or its Representatives; or (iii) as otherwise required by Law. If the Receiving Party becomes compelled, in the opinion of its internal or external legal counsel, pursuant to one of the foregoing reasons to disclose any of the Confidential Information, to the extent it is not prohibited from doing so by Law, the Receiving Party will provide the Disclosing Party with timely written notice so that the Disclosing Party may seek a protective order or other appropriate remedy, at the Disclosing Party's sole cost and expense. If such protective order or other remedy is not obtained, the Receiving Party will furnish only that portion of the Confidential Information that it is required to disclose as advised by its counsel; provided, however, that the Receiving Party or its Representatives, as applicable, shall use its commercially reasonable efforts to assure that, to the extent possible, confidential treatment will be accorded to any such Confidential Information disclosed.

(d) Upon the written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or destroy (at the Receiving Party's discretion) all items containing or constituting Confidential Information, together with all copies, extracts, or summaries thereof; provided, however, that any Confidential Information need not be returned or destroyed (i) if found in electronic format as part of the Receiving Party's or its Representatives' off-site or on-site data storage/archival process, or (ii) the Receiving Party is required to retain such information pursuant to Law; provided, that in all cases, one copy of such information may be retained by Marketer for archival purpose in connection with Marketer's record retention practices or policies. In addition, the Receiving Party may retain one copy of any Confidential Information solely for the purpose of defending or prosecuting claims arising from this Agreement. Any oral Confidential Information or any Confidential Information that is not returned or destroyed pursuant hereto shall remain subject to the terms of this Agreement.

(e) The Parties acknowledge that a breach of the provisions of this Article 14 may cause irreparable injury for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Parties agree that the provisions of this Article 14 may be enforced by injunctive action or specific performance, and the Parties hereby waive any requirement to post bond in connection with any injunctive order or order for specific performance.

(f) The obligations of the Parties under this Article 14 shall survive the termination of this Agreement for two (2) years after the effective date of termination of this Agreement.

## ARTICLE 15 MISCELLANEOUS

15.1 Notices. Any notice, request, demand, and other communication required or permitted to be given or made hereunder (each a “**Notice**”) shall be in writing and shall be deemed to have been duly given or made if (a) delivered personally, (b) transmitted by first class registered or certified mail, postage prepaid, return receipt requested or by electronic mail, or (c) delivered by prepaid overnight courier service to a Party at the addresses set forth in this Section 15.1 (or to any other address or contact information that the receiving Party may designate from time to time in accordance with this section). Notices shall be effective (i) if delivered personally or sent by courier service, upon actual receipt by the intended recipient, (ii) if mailed, upon the earlier of five (5) days after deposit in the mail or the date of delivery as shown by the return receipt therefor or (iii) if delivered by electronic mail, upon an affirmative acknowledgment of receipt by the recipient thereof. Whenever any Notice is required to be given by Law or this Agreement, a written waiver thereof, signed by the Person entitled to Notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such Notice. Any notices required to be given under this Agreement to Equistar Member may also be delivered to the address given for Equistar Member in Exhibit A to the Owner LLC Agreement (as in effect at the time of the notice).

If to Sasol Member, addressed to:

[•]

If to Marketer, addressed to:

[•]

15.2 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

15.3 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as specifically set forth in this Agreement, no failure by a Party to exercise, or delay in exercising, any right, remedy, power, or privilege hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.4 Assignment and Successors and Assigns.

(a) The rights and obligations contained in this Agreement shall not be assigned by either Party without the prior written consent of the other Party to this Agreement, and any such action without the required consent shall be void. Notwithstanding anything else contained in this Agreement, if the Sasol Member sells, transfers or assigns any of its Membership Interest in the Company to a non-Affiliate of Sasol Member, Sasol Member shall not be required to assign this Agreement or any rights or obligations hereunder to the assignee of such Membership Interest and this Agreement shall not be binding on such assignee or its successors and assigns.

(b) This Agreement shall bind and inure to the benefit of the Parties and any permitted successors or assigns to the original Parties to this Agreement, but such assignment shall not relieve either Party of any obligations incurred prior to such assignment.

#### 15.5 Governing Law; Consent to Jurisdiction; Severability.

(a) This Agreement and all claims or causes of action (whether arising in contract, tort or statute) that may be based upon, arise out of, or relate to this Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Texas without regard to the principles of conflicts of Law.

(b) Any controversy or claim, whether based on contract, tort, statute or other legal or equitable theory (including any claim of fraud, misrepresentation or fraudulent inducement or any question of validity or effect of this Agreement including this clause) arising out of or related to this Agreement (including any amendments or extensions), or the breach or termination thereof, or any dispute made subject to arbitration under this Agreement, shall be exclusively litigated in the United States Federal District Courts having sites in Houston, Harris County, Texas (and all appellate courts having jurisdiction thereover) or, if the federal courts do not have jurisdiction, then the state courts in Houston, Harris County, Texas (and all appellate courts having jurisdiction thereover). Each Party waives any objection to laying venue in any such action, suit or proceeding in such courts and waive any objection that such courts are an inconvenient forum or do not have jurisdiction over such Party. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES CONTEMPLATED BY THIS AGREEMENT.

(c) If a dispute under this Agreement arises, the Parties shall resolve such dispute through the following procedure:

(i) first, the Parties shall promptly meet (whether by telecommunication or in person) in a good faith attempt to resolve such dispute;

(ii) second, if such dispute is still unresolved after fifteen (15) Business Days following the commencement of the negotiations described in Section 15.5(c)(i), then (i) a designated Investor Committee Representative (as defined in the Owner LLC Agreement), on behalf of Marketer, and (ii) a designated Sasol Committee Representative (as defined in the Owner LLC Agreement), on behalf



of Sasol Member, shall meet (whether by telecommunication or in person) in a good faith attempt to resolve such dispute;

(iii) third, if such dispute is still unresolved after fifteen (15) Business Days following the commencement of the negotiations described in Section 15.5(c)(ii), then (i) a designated senior officer of the Equistar Member, on behalf of Marketer, and (ii) a designated senior officer of Sasol Member shall meet (whether by telecommunication or in person) in a good faith attempt to resolve such dispute; and

(iv) fourth, if such dispute is still unresolved after fifteen (15) Business Days following the commencement of the negotiations described in Section 15.5(c)(iii), then any Party may subject the dispute to binding arbitration under Section 13.18 of the Owner LLC Agreement, without compliance with Section 13.18(b)(i), Section 13.18(b)(ii) or Section 13.18(b)(iii) thereof, and the provisions of Section 13(c) and (d) of the Owner LLC Agreement shall apply *mutatis mutandis*.

(d) If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby, and that provision shall be enforced to the greatest extent permitted by Law, and, to the extent unenforceable, such provision shall be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties as set forth herein, but all of the remaining provisions of this Agreement shall remain in full force and effect.

(e) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f) The provisions of this Section 15.5 shall be the exclusive method of resolving disputes under this Agreement.

15.6 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any Person other than the Parties, and their successors and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement; provided, however, that the Marketer Indemnitees, the Sasol Member Indemnitees, and each of their respective executors, administrators, successors, permitted assigns, and legal representatives shall be considered to be Third Party beneficiaries of this Agreement as provided in Article 11.

15.7 Amendments. No amendment or supplement of this Agreement shall be binding unless mutually agreed and executed in writing by the Parties.

15.8 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all parties hereto, notwithstanding that all

such parties are not signatories to the original or the same counterpart. Signatures provided by electronic transmission shall constitute original signatures for all purposes of this Agreement and any enforcement hereof.

#### 15.9 Integrated Agreements.

(a) This Agreement and the other Transaction Documents shall be accepted or rejected as an integrated group and cannot be individually accepted or rejected absent the acceptance or rejection of all Transaction Documents. This Agreement and each other Transaction Document is integrated with, and a necessary component of, each other Transaction Document. Each Party hereby acknowledges and agrees that no Party may assert, nor directly or indirectly induce any other Person to assert, that the Transaction Documents do not represent an integrated transaction.

(b) Notwithstanding the provisions of Section 15.9(a), any default by any party to the other Transaction Documents shall not constitute a default under this Agreement.

15.10 No Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising under, out of, or in connection with, or related in any manner to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as Parties in the preamble of this Agreement (the “**Contracting Parties**”) and then only with respect to the specific obligations set forth herein with respect to such Contracting Party. No Person that is not a Contracting Party, including any past, present or future officers, directors, employees, managers, members, partners, equityholders, controlling persons, agents, insurers, attorneys, advisors, and other representatives or Affiliate of any Contracting Party or any Affiliate of any of the foregoing (each, a “**Nonparty Affiliate**”), shall have any liability (whether in contract, tort, at law or in equity, or granted by statute or otherwise) for any claims, causes or action or other obligations or Claims arising under, out of, or in connection with, or related in any manner to this Agreement or the transactions contemplated hereby, or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance or breach. To the maximum extent permitted by Law, except in the case of fraud, (a) each Contracting Party hereby waives and releases all such Claims, claims, causes of action and other obligations and Claims against any such Nonparty Affiliates, (b) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available to avoid or disregard the entity form of a Contracting Party or otherwise impose Claims of a Contracting Party on any Nonparty Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise, and (c) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement.

*[Signature Page Immediately Follows]*

IN WITNESS WHEREOF, the Parties hereby execute this Agreement effective as of the Effective Date.

**SASOL MEMBER:**

SASOL CHEMICALS (USA) LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MARKETER:**

EQUISTAR CHEMICALS, LP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Products

(to be confirmed and completed by the Parties)

## Exhibit B

### General Terms and Conditions for the Sale of Products

All sales of polymer products ("Product") by Equistar Chemicals, LP and/or its affiliates or subsidiaries ("Seller") to buyer ("Buyer") will be subject to these General Terms and Conditions ("General Terms"), except to the extent such General Terms are inconsistent with any agreed upon Specific Terms and Conditions ("Specific Terms") of the Contract. These General Terms, any Specific Terms, Consignment Agreement and/or Credit Application, if any, will together constitute the Parties' agreement. Buyer's terms and conditions relating to Product sale or purchase, if any, are expressly rejected. If there is more than one Seller in the Contract, each Seller will be responsible only for its own performance under the Contract, and no joint and several liability or performance obligation on the part of any other Seller will be expressly or impliedly created.

1. DELIVERY SCHEDULE: By the end of the first week of each month during the Term of the Contract, Buyer will provide Seller with a non-binding forecast of Buyer's expected monthly purchases of Products from Seller during the next three (3) calendar months by Product, package type, and ship-to location i.e., a rolling three (3) month forecast. If Buyer's forecast for a month changes after Buyer has given the forecast to Seller, Buyer will promptly notify Seller in writing of the change.

Seller will not be obligated to ship Product for which Buyer has not given shipping instructions at least twenty (20) days prior to the date specified for shipment, nor to deliver in any month any quantity of Product in excess of the lesser of (i) Buyer's latest forecast and (ii) the prorated monthly quantity (determined by dividing the Annual Maximum specified in the Specific Terms for that Product for the applicable contract year by twelve). All shipping and delivery dates are approximate. Orders submitted to Seller are binding on Buyer and no order changes or product returns will be allowed except with Seller's express prior written approval.

Product orders received or changed before noon on Monday will be tendered to carrier for delivery no sooner than Wednesday while Product orders received or changed after noon on Monday will be tendered to carrier for delivery no sooner than Thursday. Product orders received or changed before noon on Thursday will be tendered to carrier for delivery no sooner than Monday while Product orders that are received or changed after noon on Thursday will be tendered to carrier for delivery no sooner than Tuesday. In the event (i) Buyer seeks to place a Product order under which Seller is to tender delivery to the carrier earlier than the standard lead time referenced herein, (ii) Buyer seeks to modify an existing order for Product earlier than the standard lead time referenced herein, or (iii) a Product order has been reinstated following a credit delay and Buyer requests Seller to tender delivery to the carrier earlier than the standard lead time referenced herein (collectively, a "Rush Order"), and Seller accepts such Rush Order, a fee of one-thousand U.S. dollars (\$1,000.00) will be added to the invoice for Product that is transported by hopper truck, truckload, and less-than-truckload shipments. Additional less-than-truckload freight upcharges may apply to unique delivery requests.

2. TITLE AND RISK OF LOSS: Title and risk of loss to Product will pass from Seller to Buyer as Product is loaded onto carrier's equipment at the point of origin, either Seller's plant or storage facility, as applicable.

3. **TRANSPORTATION EQUIPMENT:** Buyer will promptly receive and unload shipments made in Seller's owned or leased transportation equipment and will return as instructed such transportation equipment in as good condition as received. Buyer will pay Seller for all damage to Seller's owned or leased equipment that occurs during THE USE, CONTROL, POSSESSION, HANDLING, LOADING OR UNLOADING OF THE TRANSPORTATION EQUIPMENT BY BUYER, ITS EMPLOYEES, CONTRACTORS OR AGENTS. Buyer and Seller will each report to the other the date of arrival and release of such transportation equipment. If Buyer holds Seller's railcar equipment longer than forty-five (45) days after Seller's equipment has been tendered for delivery to Buyer, Buyer will pay Seller a charge of fifty U.S. dollars (\$50.00) per day, per railcar, until the equipment is released to Seller; provided however, that if Buyer releases the Seller's railcar equipment to Seller prior to sixty (60) days after Seller's equipment has been tendered for delivery to Buyer, such demurrage charges will be waived. In addition, if Buyer holds a truck furnished by or on behalf of Seller longer than two (2) hours after such truck has been tendered for delivery to Buyer, Buyer will pay Seller a charge of two-hundred U.S. dollars (\$200.00) per hour, per truck, for each succeeding hour or fraction thereof until the truck is released by Buyer. Buyer will pay Seller and/or any of Seller's affiliates, agents, officers, directors, employees, representatives, and insurers for all demurrage, rental and other charges or damages resulting from delay by Buyer or any terminal used by Buyer in receiving, unloading or returning transportation equipment used to deliver Product hereunder. All mileage allowed by common carriers will accrue to and be collected by Seller. Seller may, at its sole discretion, decline to load or permit loading of any railcar or truck furnished by Buyer or its agent which Seller reasonably determines to be contaminated, not suitable for carrying Product, or not in compliance with any governmental health, environmental or safety regulation. The costs incurred in connection therewith will be for Buyer's account.

4. **MEASUREMENT AND INSPECTION:** Product quantity will be determined based on Seller's weights and measures. The quantity of Product hereunder as determined by Seller will be binding on the Parties. Product quality will be determined based on Seller's test results of samples taken by Seller at the point of shipment, or in the absence of same, based on Seller's test results of Product samples submitted by Buyer to Seller for analysis. Seller's inspection and test methods will determine whether Product specifications have been met and will be conclusively binding, unless Buyer proves to Seller's reasonable satisfaction by a preponderance of evidence that Seller's analysis report is erroneous. All measurements and/or tests will be made in accordance with the ASTM, ISO, or other standard test methods or Seller's internal test methods.

5. **PRICE CHANGE:** Seller may increase any price (except price based on a contractually agreed formula or reference publication) of the Contract at any time by giving advance verbal or written notice of the change and its effective date to Buyer. Buyer's failure to deliver written objection to such change to Seller prior to its effective date will constitute Buyer's acceptance of such change. Should Buyer so object, Seller may elect to continue to supply Buyer at the price, freight term and/or payment term in effect prior to the effective date of such change or at such new price, freight term and/or payment term to which the parties may agree, or to terminate the Contract as to any Product to which such change applies as of the effective date of such change or effective any date thereafter by giving Buyer five (5) days advance written notice of such termination. Seller at any time may reduce or remove a temporary voluntary allowance or other similar competitive allowance off Seller's list price without advance notice to Buyer, and notwithstanding any

provision herein or in the Specific Terms, such action will not be deemed a change of price requiring advance notice. If the reference publication used to determine price no longer publishes the price or the published price ceases to represent the market in the same manner as at the start of the Contract, then Seller will nominate, in writing, an adjustment thereto, a replacement index or another pricing mechanism ("Seller's Nomination"). Buyer will have thirty (30) days from the date of Seller's Nomination to accept or reject such Nomination. In the event Buyer does not accept Seller's Nomination, the Contract will automatically terminate. To the extent the price paid hereunder is based on a reference publication, the prices for Products purchased hereunder or other information pertaining thereto may not be submitted or otherwise communicated to the reference publication for inclusion in a pricing survey. Buyer recognizes that inclusion of such prices in such a pricing survey would inappropriately affect Buyer's prices hereunder.

6. CREDIT TERMS: Prior to delivery of any Product, and at any time thereafter upon Seller's request, Buyer will promptly provide Seller, and hereby authorizes Seller to obtain from Buyer or any third party, such credit information and documentation as Seller may reasonably require to determine Buyer's creditworthiness. If at any time, in the sole opinion of Seller, the financial responsibility of Buyer is impaired or unsatisfactory, or Buyer fails to promptly provide such credit information and documentation, Seller may suspend deliveries (with, at Seller's option, a reduction in Seller's Annual Maximum quantity obligation in an amount equal to any amount not delivered due to such suspension) or may place Buyer on a cash-in-advance status until arrangements are made for security satisfactory to Seller or, at Seller's option, until all indebtedness is paid.

7. INVOICES AND PAYMENT: Buyer will pay Seller for Product by means of wire transfer or EFT in immediately available funds into Seller's account, per Seller's written instructions, without deduction, setoff or counterclaim, in such manner that will place Seller in possession of United States currency or equivalent bank demand deposit funds in the amount of the invoice within thirty (30) days from invoice date. Payments which fall due on a non-banking day (weekend or holiday) must be received by the preceding banking day. Buyer will pay interest on all past due amounts at the lower of (i) 1.5% per month (18% per annum) or (ii) the maximum non-usurious rate permitted by applicable law. Notwithstanding anything to the contrary in this Contract, if, in Seller's sole and absolute discretion, reasonable doubt exists as to Buyer's financial responsibility to make payments when due, or if Buyer fails to comply with any of the stated payment terms, Seller reserves the right, without liability, without prior notice, and without prejudice to any other remedies under this Contract or by operation of law or equity, to (i) suspend performance, decline to ship, or stop any Product shipment in transit until Seller receives payment of all amounts owing to Seller, whether or not due, (ii) reclaim delivered Product, (iii) require Buyer to make payment on a cash in advance basis or provide a satisfactory bank letter of credit securing payment until Seller, in its discretion, determines that the financial responsibility of Buyer has returned to a level where Seller no longer has reasonable doubt as to Buyer's ability to make payments when due, and/or (iv) if Buyer fails to cure such payment obligation within ten days of notice of payment default, Seller may forthwith (a) terminate this Contract, (b) exercise rights of recoupment or setoff with respect to any sums due by Seller or its affiliates to Buyer or its affiliates; (c) initiate legal action to recover sums due and owing; and/or (d) enforce its security interests. In the event that Buyer tenders payment to Seller or its agents in a manner purported by Buyer to serve as payment in full of an invoice, Seller or its agent's acceptance of such payment (i) will not act as an accord and satisfaction and (ii) will be without prejudice to Seller's right to pursue full payment of such

invoice, in accordance with the governing law of this Contract. For purposes of Seller's right of reclamation Buyer may not assert either that it received Product or that Product had become part of its inventory prior to Seller's receipt of notice of Product delivery (i.e., Buyer has fully unloaded the barge or rail car, as applicable). Buyer agrees to pay all of Seller's collection costs including attorneys' fees, litigation expenses and court costs. All payments under this Contract will be made at the full invoiced amount; no prompt payment or other type of discount will apply. Notwithstanding anything to the contrary, rebates, if any, will accrue only with respect to Product for which Buyer has paid Seller in full. Any preexisting obligation of Buyer to make payment for Product delivered hereunder will survive termination of this Contract.

8. TAXES: Buyer will pay, in addition to the Price, the amount of Tax now or hereafter (i) imposed on Product or the raw material from which such Product is made or (ii) imposed on, or required to be paid or collected by, Seller by reason of the manufacture, transportation, sale or use of such Product or raw material from which such Product is made. For purposes of this Contract, the term "Tax" will include, without limitation, sales and use taxes, value added taxes (including any Canadian transactional taxes such as the GST, HST, QST, PST or the like), duties (including anti-dumping duties or countervailing duties), or other charges (including Superfund levies or the like), but such term will not include any income or franchise tax measured by Seller's net income or margin, or any gross receipts tax imposed by any jurisdiction on Seller for the privilege of Seller doing business in that jurisdiction. Seller reserves its rights to claim U.S. Customs duty drawback and Buyer acknowledges and consents to such reservation.

If Buyer is exempt from the payment of any Tax, Buyer will provide to Seller, within a commercially reasonable time, properly completed exemption certificates, taxpayer identification number, or other documentation acceptable to Seller to cover Product purchased hereunder; provided, however, if Seller is ever liable for such tax on the sale of Product hereunder, Buyer will promptly reimburse Seller for such tax, including any interest, penalties and attorneys' fees related thereto. Any personal property Taxes assessed upon the value of Product will be paid by the Party having title thereto at the time such taxes are assessed.

9. TEMPORARY SURCHARGE: If there are sudden increases in Seller's costs for obtaining transportation, fuel, power, feedstock or raw materials, Seller may reasonably impose temporary surcharges in addition to the price of Product.

10. PURCHASE REQUIREMENTS: Without prejudice to Seller's contract law remedies for Buyer's failure to purchase the Annual Minimum quantities, Seller may apply the following remedies: if, in any three (3) month period, Buyer, for any reason (except for reasons of a Force Majeure Event as defined below or a reason attributable to Seller), purchases and accepts less than eighty percent (80%) of the Quarterly Minimum, Seller may reduce, for the remaining Term of the Contract, the Annual Maximum by the same percentage that the quantity actually purchased and accepted by Buyer during said three (3) month period falls short of 100% of the Quarterly Minimum (i.e. if Buyer purchases 75% of the Quarterly Minimum, then Seller may reduce the Annual Maximum by 25% for the remaining Term); and if Buyer purchases and accepts less than sixty-seven percent (67%) of the Quarterly Minimum, Seller will have the right to immediately terminate the Contract.



11. WARRANTIES AND DISCLAIMERS: If Seller issues a Certificate of Analysis (“CoA”) to Buyer, Seller warrants only the reliability of the data in the CoA. If Seller does not issue a CoA, then Seller warrants only that at the time of shipment, Product will conform to Seller’s Product specifications at such time. Notwithstanding the foregoing, when Seller gives or sells Product to Buyer identified as developmental, sample, pilot, test lot, scrap, non-specification, off-specification, or the like, it is given or sold to Buyer “AS IS,” at Buyer’s own risk, with no warranty whatsoever. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW, CONTRACT, STATUTE OR OTHER LEGAL THEORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AS TO QUALITY OR CORRESPONDENCE WITH ANY DESCRIPTION OR SAMPLE, ALL OF WHICH ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

12. CLAIMS, LIMITATION OF DAMAGES: BUYER WILL EXAMINE PRODUCT PROMPTLY AFTER RECEIPT AND PRIOR TO USE OF PRODUCT. WITHIN ONE HUNDRED (100) DAYS AFTER RECEIPT OF PRODUCT, BUYER WILL NOTIFY SELLER IN WRITING OF ANY NONCONFORMITY DISCOVERED BY BUYER. BUYER’S FAILURE TO PROVIDE SUCH NOTICE WITHIN ONE HUNDRED (100) DAYS, OR BUYER’S USE OF PRODUCT, WHETHER OR NOT SUCH NOTICE HAS BEEN GIVEN, WILL CONSTITUTE BUYER’S ACCEPTANCE OF, AND WAIVER OF ALL CLAIMS WITH RESPECT TO, PRODUCT. BUYER WILL BE SOLELY RESPONSIBLE FOR DETERMINING THE SAFETY AND FITNESS OF PRODUCT FOR BUYER’S USE. BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM THE USE OF PRODUCT WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. BUYER’S EXCLUSIVE REMEDY FOR ANY CLAIM FOR LOSSES OR DAMAGES OF ANY KIND OR NATURE RELATING TO OR ARISING OUT OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO LOSSES OR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR OTHER TORT, STRICT LIABILITY, PATENT INFRINGEMENT OR OTHERWISE, WILL BE DAMAGES, WHICH DAMAGES WILL NOT EXCEED THE PURCHASE PRICE OF THE PORTION OF PRODUCT IN RESPECT OF WHICH SUCH CLAIM IS MADE AND PROVED. SELLER MAY, AT ITS DISCRETION, REPLACE PRODUCT OR REFUND THE PURCHASE PRICE PAID BY BUYER FOR THE QUANTITY DETERMINED TO BE NONCONFORMING. IN NO EVENT WILL SELLER BE LIABLE FOR ANY POST PROFITS, OR ANY SPECIAL, CONSEQUENTIAL, CONTINGENT, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS OF LITIGATION, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES AND COSTS. BUYER WAIVES ANY RIGHTS THAT BUYER MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT (OR OTHER STATE’S SIMILAR ACT IF THIS CONTRACT NOT GOVERNED BY TEXAS LAW) TO THE EXTENT THAT BUYER MAY LAWFULLY WAIVE SAME. BUYER WAIVES ANY RIGHT TO EQUITABLE RELIEF, INCLUDING ANY INJUNCTIVE RELIEF, TO ENFORCE THE TERMS HEREOF. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS AND OTHER PROVISIONS OF THIS CONTRACT AND ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH SELLER WOULD NOT HAVE

ENTERED INTO THIS CONTRACT. SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

13. TECHNICAL ASSISTANCE: Any technical advice, assistance, testing or reports furnished by Seller or any of its affiliates to Buyer for any reason, including, but not limited to (i) the selection, processing or use of Product delivered to Buyer or (ii) the storing, handling or usage of Product (collectively, the "Technical Assistance") will be given and accepted at Buyer's sole risk, and Seller will have no liability whatsoever for the use of, or results obtained from, the Technical Assistance. Buyer agrees that Seller, its affiliates, agents, officers, directors, employees, representatives and insurers will not be liable or responsible for any aspects of the Technical Assistance, including, but not limited to, the content, preparation and delivery thereof.

14. PRODUCT HAZARDS: BUYER ACKNOWLEDGES THAT IT IS FAMILIAR WITH PRODUCT AND HAS BEEN ADEQUATELY WARNED BY SELLER OF THE RISKS ASSOCIATED WITH HANDLING, TRANSPORTING, USING, STORING AND DISPOSING OF PRODUCT, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN SELLER'S SAFETY DATA SHEET FOR PRODUCT ("SDS"), INCLUDING END-USE PROHIBITIONS OR RESTRICTIONS. BUYER FURTHER ACKNOWLEDGES ITS SEPARATE AND INDEPENDENT KNOWLEDGE OF SUCH RISKS, WHICH ARE KNOWN IN BUYER'S INDUSTRY. BUYER AFFIRMS IT HAS RECEIVED AND UNDERSTANDS THE CONTENTS OF SAID SDS. Buyer will maintain compliance with all appropriate safe handling and use procedures, and all safety and health-related governmental requirements concerning Product, and will take such steps as necessary to inform its employees, agents, contractors, customers and other third parties of proper use, storage, and disposal of Product. Such steps include, but are not limited to, dissemination of pertinent information contained in the SDS, as appropriate. Buyer will not deliver or consign commercial or sample quantities of Product to any party whom Buyer reasonably believes will handle, transport, use, store or dispose of said Product in a dangerous manner or contrary to law or the advice of Seller. Buyer hereby agrees that Seller will have the right to immediately cease delivery of Product to Buyer, pursuant to this Contract or otherwise, if, in Seller's reasonable opinion, Buyer fails to take necessary action to prevent or mitigate imminent endangerment to human health, safety, or the environment with regards to Buyer, or Buyer's representatives or agents' handling, transportation, use, storage, and disposal of Product.

15. MEDICAL APPLICATIONS:

(a) All references to U.S. FDA, Health Canada, and European Union regulations include another country's equivalent regulatory classification. Buyer hereby warrants that Product will not, directly or indirectly, by Buyer or by any third party, be used in any of the following applications: (i) U.S. FDA Class III Medical Devices; Health Canada Class IV Medical Devices; European Class III Medical Devices; and (ii) applications involving permanent implantation (placed in natural or surgically-created openings in a body with intent to remain there for a period of greater than thirty (30) days).

(b) Buyer hereby warrants that Product will not, directly or indirectly, by Buyer or by any third party, be used in any of the following without the prior written approval by Seller for each specific

product or application: (i) U.S. FDA Class I; Health Canada Class I; and European Union Class I; (ii) U.S. FDA Class II Medical Devices; Health Canada Class II or Class III Medical Devices; European Union Class II Medical Devices; (iii) film, overwrap and/or product packaging that is considered a part or component of one of the aforementioned medical devices; and (iv) packaging in direct contact with a pharmaceutical active ingredient and/or dosage form.

16. INDEMNIFICATION: NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT TO THE CONTRARY, BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND SELLER'S PARENTS, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ("SELLER INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ALL REASONABLE COURT COSTS AND ATTORNEYS' FEES): (I) FOR PERSONAL INJURY OR DEATH OF ANY PERSON, INCLUDING, WITHOUT LIMITATION, INJURY OR DEATH TO BUYER'S EMPLOYEES; OR DAMAGES TO REAL OR PERSONAL PROPERTY THAT RESULT FROM, ARE CONNECTED WITH, OR RELATE IN ANY WAY TO (A) PRODUCT (INCLUDING USE OF PRODUCT), AFTER BUYER, BUYER'S AGENT OR CARRIER, OR BUYER'S EXCHANGE PARTNER TAKES DELIVERY OR CUSTODY OF PRODUCT OR (B) THE USE, CONTROL, POSSESSION, HANDLING, LOADING OR UNLOADING OF THE TRANSPORTATION EQUIPMENT BY BUYER, ITS EMPLOYEES, CONTRACTORS OR AGENTS; AND (II) RESULTING FROM OR IN CONNECTION WITH (A) TECHNICAL ASSISTANCE OR ADVICE PROVIDED BY SELLER OR (B) BUYER'S OR ANY THIRD PARTY'S BREACH OF ANY USE RESTRICTIONS ADDRESSED OR INCORPORATED INTO THIS CONTRACT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT WILL SURVIVE THE CANCELLATION, TERMINATION, COMPLETION, OR EXPIRATION OF THIS CONTRACT. SUCH INDEMNIFICATION AND OBLIGATION TO DEFEND WILL APPLY WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION, STRICT LIABILITY OR THE NEGLIGENCE OF A SELLER INDEMNITEE.

17. EXCUSED PERFORMANCE, FORCE MAJEURE: Neither Party will be liable to the extent that performance under the Contract is delayed or prevented by (a) any circumstances (except for the payment of money) beyond the reasonable control of the Party or (b) fires, floods, adverse weather, or other acts of God; accidents, explosions, equipment or machinery breakdown; sabotage, strikes or other labor disturbances (regardless of reasonableness of the demands of labor); pandemic, epidemic, serious illness or plagues, disease, quarantine restrictions, health emergency or outbreak; riots, invasions, terrorism, wars; requisitions, regulations or directions of government; voluntary or mandatory compliance with any request of any governmental authority; shortages of, or inability to obtain at reasonable costs, labor, fuel, power, supplies, feedstock or raw materials; or inability to obtain or delays of transportation or transportation facilities (each a "Force Majeure Event"). Buyer acknowledges that Seller may produce Product at multiple facilities and that a Force Majeure Event at any facility producing Product may constitute a Force Majeure Event under this Contract. Quantities not purchased or sold due to the provisions of this Section need not be made up later. If any law, regulation, or other governmental action requires Seller to reduce any price in effect under this Contract or prevents Seller from increasing any price to the extent it wishes pursuant to its rights under this Contract, Seller may cancel from this Contract the quantities

of Product so affected. If Seller at any time is unable to meet its total commitments for Product, whether as a result of a Force Majeure Event or for any other reason, Seller will have the right to allocate such Product as Seller has available in a fair and reasonable manner among its customers with priority to sole-sourced customers and Seller's own requirements (including, but not limited to, the requirements of divisions, affiliates and subsidiaries of Seller), without liability for any failure of performance which may result therefrom. Seller will not be obligated to make up deliveries of Product affected by any such allocation; or to cause its feedstocks to be allocated to production of Product; or to produce Product as opposed to other products produced by Seller; or to purchase Product or raw materials or components thereof from other sources in order to meet Buyer's requirements hereunder. Seller will not be obligated to purchase or obtain Product for Buyer on the open market or from other producers or suppliers of Product including Seller's parents, affiliates and subsidiaries. However, in the event that Seller should, nevertheless, determine, in its sole discretion, to purchase or obtain Product on the open market or from other producers or suppliers of Product, then any such purchase or obtaining of Product will not constitute a waiver or estoppel of Seller's rights, or otherwise preclude Seller from asserting its rights, under the this paragraph not to purchase or obtain, or continue to purchase or obtain, Product for Buyer.

18. DISCONTINUATION OF MANUFACTURE: Seller may, at its discretion, discontinue the manufacture of any Product to be furnished hereunder. Seller will give Buyer at least ninety (90) days written notice of discontinuance of the manufacture of any such Product, and the Contract will terminate as to such Product at the end of such period.

19. CHOICE OF LAW AND VENUE: THE CONTRACT WILL BE CONSTRUED AND ENFORCED UNDER THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONTRARY CONFLICTS OF LAW PRINCIPLES. BUYER AGREES TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS, WITH REGARD TO ANY ACTION RELATING TO THIS CONTRACT. THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AS ADOPTED BY THE STATE OF TEXAS, AND NOT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, WILL APPLY TO ALL SALES OF PRODUCTS. BUYER AND SELLER AGREE THAT ACCEPTANCE OF SALES MADE UNDER THE CONTRACT WILL BE DEEMED THE TRANSACTION OF BUSINESS WITHIN HOUSTON, TEXAS.

20. COMPLIANCE WITH LAWS: Buyer agrees to comply fully with U.S. federal, state and local laws, rules and regulations, including, but not limited to, anti-bribery, export control, economic sanctions laws, OFAC, EPA, OSHA, and hazardous materials transportation and hazardous communication standards, for the labeling, handling, transportation, storage, import, export, resale, disposal, payment, and use of Product. Seller may terminate this Contract without any liability if, in Seller's sole, reasonable determination, Seller believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations. Should any provision hereof, or any procedure or performance imposed by any provision hereof on either Party, become illegal in whole or in part, such provision will be amended to be consistent with applicable laws, rules or regulations. In the event Buyer is located in the European Union ("EU"), Product is imported into the EU or Product is otherwise subject to EU law, including but not limited to,

Regulation (ED) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals and Regulation (EC) No 1272/2008 concerning the classification, labeling and packaging of substances and mixtures, Buyer will take all action necessary to ensure Product complies with all relevant EU or national law.

21. TRADEMARKS: Buyer will not use Seller's trademarks without Seller's prior written approval. No license or right to use Seller's trademarks is implied or granted by this Contract.

22. RESALE OF PRODUCT: Buyer will not resell or otherwise transfer Product to any other party without the express prior written authorization of Seller.

23. GENERAL:

(a) The Contract, including these General Terms and Conditions, the Specific Terms and Conditions, Credit Application terms, and Consignment and Security Agreement, if any, constitutes the entire agreement between Seller and Buyer with respect to the purchase and sale of Product covered hereby and supersedes and replaces any prior agreement or understanding between the Parties with respect thereto. There are no oral representations, stipulations, warranties, agreements or understandings with respect to the subject matter hereof which are not fully expressed herein, and neither the Contract nor its execution has been induced by any representation, stipulation, warranty, agreement or understanding of any kind other than those expressed in writing in the Contract. Buyer's acceptance of Product sold hereunder will be equivalent to an authentication of, and will constitute Buyer's acceptance of and assent to the terms and conditions of, the Contract. No amendment, addition to, alteration, modification, extension, release or waiver of all or any part of the Contract, whether by acknowledgment or acceptance by Seller of Buyer's purchase order forms or other documents stipulating additional, different, contrary or conflicting terms or conditions, or otherwise, will be binding on Seller or of any force or effect unless agreement thereto is expressed in writing signed by an authorized representative of Seller and Buyer and specifically described as same. If the provisions of any correspondence, purchase order, order acknowledgment or other similar document conflict, modify, or add to the provisions of this Contract, then such other provisions are expressly rejected and the provisions of this Contract will prevail. Nothing contained herein, nor any course of conduct or series of sales or transactions will imply or be construed to impose any obligation on Buyer or Seller, or to constitute a contract between Buyer and Seller, for the purchase or sale of any additional quantities of Product other than those either expressly covered by the Contract or elsewhere expressly agreed to in a writing signed by an authorized representative of each Party. Failure of either Party to require performance of any provision of the Contract will not affect either Party's right to require full performance thereof at any time thereafter, and the waiver by either Party of a breach of any provision hereof will not constitute a waiver of a similar breach in the future or of any other breach, or nullify the effectiveness of such provision. Buyer has relied and will rely solely upon the representations made by Seller herein and its own independent investigation. Seller and its affiliates disclaim all liability and responsibility for any representation, warranty, statement or information orally or in writing made or communicated to Buyer not included in this Contract.

(b) Neither Party will assign the Contract without the prior written consent of the non-assigning Party, which will not be unreasonably withheld. If this is a requirements contract, it is an essential

element of the Contract that Buyer is obligated to assign, subject to Seller's prior written consent, and for Buyer to cause the assignee to assume, for the remaining Term of the Contract, the requirements obligation applicable to the relevant plant(s) and all other applicable terms and conditions hereunder, to any successor, owner or operator of the plant(s). Such assignment obligation will apply whenever the plant(s) utilizing Product sold hereunder are transferred to a third party or cease to be owned or operated by Buyer.

(c) Each Party will not, without the prior written consent of the other Party, disclose or permit this Contract or its terms to be disclosed to anyone other than such Party's directors, officers, employees, agents, potential acquirers of all or a material portion of Buyer's or Seller's business that produces or utilizes Product, lenders and/or other financial institutions who have a legitimate need to know of this Contract or its terms, except to the extent required by law, administrative process or any standards or rules of any stock exchange to which such Party or any of its affiliates is subject, and except for information which is available to the public as of the date hereof, or thereafter becomes available to the public other than as a result of a breach of this Section or obtained from another source not subject to a confidentiality obligation.

(d) Unless otherwise specified, all notices and other communications which are required or may be given pursuant to the terms of the Contract will be in writing and will be delivered to the addresses set forth on the first page of the Specific Terms as follows: (i) by hand, (ii) by certified mail, postage prepaid, return receipt requested, (iii) by overnight courier, or (iv) electronically. The effective date of any such notice or other communication will be the date of receipt thereof.

(e) This Contract may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

(f) The Parties specifically agree that an electronically-maintained, original, signed copy of this Contract and any amendments thereto ("Electronic Copy") may be utilized for any and all purposes that an original, signed hard copy of this Contract could be utilized, including but not limited to, evidentiary purposes in an administrative, legal or equitable proceeding. To that end, each Party waives any and all objections that it has or may have to the introduction and use of an Electronic Copy of this Contract in any administrative, legal or equitable proceeding under any rules of evidence, including but not limited to, the so-called "Best Evidence Rule."

## Exhibit C

### LyondellBasell Trademarks

(i) Adflex, Adstif, Adsyl, Akoafloor, Akoalit, Alastian, Alathon, Alkylate, Amazing Chemistry, Aquamarine, Aquathene, Avant, Catalloy, Clyrell, CRP, Crystex, Dexflex, Duopac, Duoprime, Explore & Experiment, Filmex, Flexathene, Fueling the power to win, Glacido, Hifax, Hiflex, Histif, Hostacom, Hostalen, Hyperzone, Ideal, Indure, Integrate, Koattro, LIPP, Lucalen, Luflexen, Lupolen, Luposim, Lupostress, Lupotech, Metocene, Microthene, Moplen, MPDIOL, Nerolex, Nexprene, Petrothene, Plexar, Polymeg, Pristene, Prodflex, Pro-fax, Punctilious, Purell, Refax, SAA100, SAA101, Sequel, Softell, Spherilene, Spheripol, Spherizone, Starflex, Stretchene, Superflex, TBAC, Tebol, T-Hydro, Toppyl, Trans4m, Tufflo, Ultrathene, Vacido and Valtec; and

(ii) Adsyl, Akoafloor, Akoalit, Alastian, Alathon, Aquamarine, Avant, CRP, Crystex, Dexflex, Duopac, Duoprime, Explore & Experiment, Filmex, Flexathene, Hifax, Hostacom, Hostalen, Ideal, Integrate, Koattro, Lucalen, Lupolen, Metocene, Microthene, Moplen, MPDIOL, Nexprene, Petrothene, Plexar, Polymeg, Pristene, Pro-fax, Punctilious, Purell, Sequel, Softell, Spheripol, Spherizone, Starflex, Tebol, T-Hydro, Toppyl, Tufflo and Ultrathene.

## Exhibit D

### Confidentiality Agreement Template

#### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”), effective as of the date of the last Party to sign this Agreement (“Effective Date”), is between Equistar Chemicals, LP, having a location at LyondellBasell Tower 1221 McKinney Street, Suite 700 Houston, Texas 77010 USA (“LyondellBasell”), and [Auditor], having a location at [Address] (“Company”) (each a “Party” and, collectively, the “Parties”).

#### 1. Definitions

(a) The “Purpose” of this Agreement is: to disclose confidential financial information to permit Company to audit LyondellBasell’s “Books and Records” as defined under, and pursuant to, the Marketing Agreement between Sasol Chemicals (USA) LLC and Equistar Chemicals, LP having an effective date of [DATE] (“Marketing Agreement”). No technical information will be exchanged.

(b) “Confidential Information” means all non-public, proprietary, or confidential information of LyondellBasell, regardless of how disclosed; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Company’s or its Representatives’ act or omission; (b) is obtained by Company or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Company’s or its Representatives’ possession, as established by documentary evidence, before LyondellBasell’s disclosure hereunder; or (d) was or is independently developed by Company or its Representatives, as established by documentary evidence, without using any Confidential Information.

2. In connection with the Purpose, LyondellBasell may disclose to Company, or Company may otherwise receive access to, Confidential Information. Company shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its Affiliates and its or their employees, directors, officers, consultants and advisors (collectively, “Representatives”) who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Company shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Company shall promptly notify LyondellBasell of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. Company will be responsible for any breach of this Agreement caused by its Representatives. “Affiliate” means, with respect to any party to this Agreement, (a) any parent company(ies) that owns, directly or indirectly, a majority of that



Party, and (b) any other company that is majority-owned, directly or indirectly, by a Party or by its parent companies in item (a).

3. Company agrees that any Confidential Information of LyondellBasell or its Affiliates supplied pursuant to an audit will not be divulged to Sasol Chemicals (USA) LLC or any other party, and that LyondellBasell will not be required to divulge directly to any third party (other than Sasol Chemicals (USA) LLC) any records that it or its Affiliates reasonably deem confidential or proprietary. Notwithstanding the foregoing sentence, Company will examine LyondellBasell's records and, on the basis thereof, prepare a report stating only (1) whether the amounts charged to Sasol Chemicals (USA) LLC have been charged in conformity with the Marketing Agreement and (2) if the same have not been correctly charged, the deviations between the amounts charged and the amounts which should have been charged, with such report disclosed to both Sasol Chemicals (USA) LLC and LyondellBasell, but without detail beyond that contained in the applicable invoices (the "Report"). Company will provide a copy of the Report to LyondellBasell and after obtaining LyondellBasell's approval, may provide a copy of the Report to Sasol Chemicals (USA) LLC. If Company or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Company shall, before such disclosure, notify LyondellBasell of such requirements so that LyondellBasell may seek a protective order or other remedy, and Company shall reasonably assist LyondellBasell therewith. If Company remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that Company is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. On the expiration of this Agreement or otherwise at LyondellBasell's request, Company shall promptly return to LyondellBasell or destroy all Confidential Information in its and its Representatives' possession.

5. LyondellBasell has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. LyondellBasell provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and LyondellBasell will have no liability to Company or any other person relating to Company's use of any of the Confidential Information or any errors therein or omissions therefrom.

6. LyondellBasell retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Company or any other person.

7. The rights and obligations of the Parties under this Agreement expire five years after the Effective Date.

8. Company acknowledges and agrees that any breach of this Agreement will cause injury to LyondellBasell for which money damages would be an inadequate remedy and that, in addition to remedies at law, LyondellBasell is entitled to equitable relief as a remedy for any such breach.

9. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of Texas, without regard to the conflict of laws provisions. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the courts located in Texas. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10. All notices must be in writing and addressed to the relevant party at its address set out in the preamble.

11. This Agreement is the entire agreement of the Parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may be signed in separate counterparts, and duly executed copies of this Agreement exchanged by fax or email signatures will be accepted as originals. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both Parties.

IN WITNESS WHEREOF, the Company agrees to and accepts this Agreement and has caused this Agreement to be executed by its duly authorized representatives.

[Auditor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Duly authorized representative

Date: \_\_\_\_\_

Exhibit E

Benchmarks<sup>2</sup>

Region	Product	Benchmark	Comment
USA	LLDPE	[ X ]	Hexene LLDPE

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<sup>2</sup> **Note to Draft:** Parties to discuss and refine Benchmarks.

Exhibit F

Sasol Reporting Requirements

Sasol's reporting requirements under Article III include, but are not limited to, the following:

[ X ]

Exhibit G

Geography

Geography includes the following regions:

- (1) North America
- (2) South America
- (3) European Union (EU)
- (4) Non-EU Europe
- (5) Commonwealth of Independent States (CIS)
- (6) North East Asia (Excluding China)
- (7) China
- (8) Southeast Asia
- (9) Africa and Middle East (AFME)
- (10) India
- (11) Australia and New Zealand