

Distributor Letter of Assurance (“LoA”) Form



(For use with distributors, for products supplied by Covestro LLC)

The company receiving this letter (“Distributor” or “Company”) understands that delivery of products by Covestro LLC (“Covestro”) may take place only after Covestro has received certain written assurances that are needed to help confirm compliance with the export laws and the business conduct laws of various countries (including the United States), which apply to certain of those products and related activities.

Distributor acknowledges that it will: (i) comply with all applicable laws and regulations whenever it transfers, exports, or re-exports any product obtained from Covestro; and (ii) as required, secure licenses under applicable export laws, and provide copies of those licenses to Covestro upon request; and (iii) comply in all respects with relevant anti-bribery/anti-corruption laws including the U.S. Foreign Corrupt Practices Act.

With respect to laws of the U.S., Distributor acknowledges and represents that if it exports or re-exports any U.S. product obtained from Covestro, this will be done in compliance with applicable U.S. regulations including the Export Administration Regulations, the International Traffic in Arms Regulations, and regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Controls. (Information on those laws and regulations can be found at www.bis.doc.gov; www.pmddtc.state.gov; and www.treas.gov/offices/enforcement/ofac)

In particular, relative to exports, Distributor acknowledges and represents that with regard to any product it acquires from Covestro (“Covestro Product”) and which is received directly or indirectly from the U.S. (or is otherwise subject to U.S. export control laws), Distributor will not transfer, export, or re-export that product:

- to Cuba, Iran, North Korea, or Syria, or to any national or other person under control of the government of such country, or to any other country subject to restriction under applicable U.S. regulations; or
- to any party engaged in an activity related to the research on, or development, production, use, or maintenance of, Weapons of Mass Destruction, including nuclear, missile, and/or chemical/biological weapons, if such transfer, export, or re-export is prohibited by export control laws of the U.S. or of any other country involved in the transaction, and it will not use such product in any of the foregoing activities; or
- to any party who is listed by the government of the United States or of any other country as prohibited from receiving the product, or from participating in export transactions involving the product.

In order to assist Covestro in complying with its export control and sanctions obligations, where Covestro is required by a competent authority to provide such records, the Distributor shall promptly provide Covestro with all information, about end customers, the particular destinations and the particular end use of the Covestro Products to be sold and/or transferred by or on behalf of the Distributor.

There shall be no infringement of any export control restrictions or economic sanctions measures as far as and to the extent they are applicable in each case, including (but not limited to) those imposed by the European Union, individual European Member States, the United States of America or the United Nations. Such infringement include those related to: the direct or indirect sale and/or transfer of the Covestro Products; the brokering of contracts related to the Covestro Products, works and services; and the provision of economic resources in connection with those Covestro Products, works and services.

Should Covestro prove that Distributor has infringed any of these covenants and should Distributor fail to prove that such infringement has not been caused by Distributor’s or any of its employees’ or representatives’ fault, Distributor will have to fully compensate Covestro and hold harmless Covestro from any and all claims, resulting from such infringement, regardless of their legal basis, raised by any third party, private or public.

Please acknowledge that you have read and agree to the information set forth above by completing the company information listed on the following page.

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Please complete all fields below. Be sure to provide all names and addresses of locations that you wish to cover under this Letter of Assurance.

(Typed or printed name of Company)

(Complete company address)

(Signature of officer or authorized manager)

(Date)

(Typed or printed name and title)

(Email address & phone number of authorized individual)

(Company website)

Additional Company Information (all other locations to be covered under the letter):

(Typed or printed name of Company)

(Complete company address)

(Typed or printed name of Company)

(Complete company address)

(Typed or printed name of Company)

(Complete company address)

(Typed or printed name of Company)

(Complete company address)

(Typed or printed name of Company)

(Complete company address)

(Typed or printed name of Company)

(Complete company address)