

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

HUNTSMAN CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)

42-1648585
(I.R.S. Employer
Identification No.)

10003 Woodloch Forest Drive
The Woodlands, Texas
(Address of Principal Executive Offices)

77380
(Zip Code)

HUNTSMAN CORPORATION 2025 STOCK INCENTIVE PLAN
(Full title of the plan)

David M. Stryker
Executive Vice President, General Counsel and Secretary
10003 Woodloch Forest Drive
The Woodlands, Texas 77380
(Name and address of agent for service)

(281) 719-6000
(Telephone number, including area code, of agent for service)

Copies to:

David C. D'Alessandro
Vinson & Elkins L.L.P.
845 Texas Avenue, Suite 4700
Houston, Texas 77002
(713) 758-2222

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Large accelerated filer ☒
Non-accelerated filer ☐
Emerging Growth Company ☐

Accelerated filer ☐
Smaller Reporting Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act of 1933, as amended (the "Securities Act"). ☐

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The Registrant will send or give to all participants in the Plan document(s) containing the information required by Part I of Form S-8, as specified in Rule 428(b) (1) promulgated by the Commission under the Securities Act. In accordance with Rule 428, the Registrant has not filed such document(s) with the Commission, but such document(s) (along with the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II hereof) shall constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, the Registrant hereby incorporates by reference into the Registration Statement the following documents:

(a) The Registrant's [Annual Report on Form 10-K for the fiscal year ended December 31, 2024 \(File No. 001-32427\), filed with the Commission on](#)

[February 18, 2025](#), including information specifically incorporated by reference into such Annual Report on Form10-K from the Registrant's [Proxy Statement for its 2025 Annual Meeting of Stockholders, filed with the Commission on March 17, 2025](#);

(b) The Registrant's Quarterly Report on [Form 10-Q filed with the SEC on May 2, 2025](#);

(c) The Registrant's Current Reports on Form8-K, excluding any information furnished under Items 2.02 or 7.01 thereof, filed with the Commission on [May 1, 2025](#) and [May 2, 2025 \(two-filings\)](#);

(d) All other reports filed by the Registrant with the Commission pursuant to Section13(a) or 15(d) of the Exchange Act since the end of fiscal year covered by the Registrant's Annual Report on Form 10-K above; and

(e) The description of the Registrant's Common Stock contained as [Exhibit4.9 to the Registrant's Annual Report on Form10-K for the fiscal year ended December 31, 2024, filed with the Commission on February 18, 2025](#), including any amendments or reports filed for the purpose of updating such description.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Names Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section145 of the Delaware General Corporation Law ("DGCL") generally provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with specified actions, suits and proceedings whether civil, criminal, administrative or investigative, other than a derivative action by or in the right of the corporation, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses, including attorneys' fees, incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

The registrant's Seventh Amended and Restated Bylaws (the "Bylaws") provide for indemnification of each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the registrant, or, while a director or officer of the registrant, serves at the request of the registrant, as a director, officer, employee, trustee or agent of any corporation, partnership or other entity, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, trustee or agent or in any other capacity while serving as a director, officer, employee, trustee or agent, and shall be indemnified and held harmless by the registrant to the fullest extent authorized by the DGCL, against all expense, liability and loss reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators.

Section145 of the DGCL also empowers a corporation to purchase and maintain insurance on behalf of any person who is or was an officer or director of such corporation against liability asserted against or incurred by him in any such capacity, whether or not such corporation would have the power to indemnify such officer or director against such liability under the provisions of Section 145.

The Bylaws also provide that the registrant may maintain insurance, at the registrant's expense, to protect itself and any person who is or was serving as a director, officer, employee or agent of the registrant or is or was serving at the request of the registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the registrant would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section102(b)(7) of the DGCL provides that a certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section174 of the DGCL (relating to liability for unauthorized acquisitions or redemptions of, or dividends on, capital stock) or (d) for any transaction from which the director derived improper personal benefit. The Amended and Restated Certificate of Incorporation of the Registrant contains such a provision.

The registrant has also entered into customary indemnification agreements with its directors and some of its officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number

Exhibit Description

[4.1](#) [Amended and Restated Certificate of Incorporation of Huntsman Corporation \(Incorporated by reference to Exhibit3.1 on our current report on Form8-K filed on April, 26, 2023\).](#)

[4.2](#) [Seventh Amended and Restated Bylaws of Huntsman Corporation \(Incorporated by reference to Exhibit3.2 on our current report on Form8-K filed on April, 26, 2023\).](#)

4.3	Huntsman Corporation 2025 Stock Incentive Plan (Incorporated by reference to Exhibit 10.1 on our current report on form 8-K filed on May 2, 2025).
4.4*	Form of Restricted Stock Agreement.
4.5*	Form of Restricted Stock Unit Agreement (3-year).
4.6*	Form of Phantom Share Agreement.
4.7*	Form of Performance Share Unit Agreement (3-year).
4.8*	Form of Common Stock Award Agreement.
4.9*	Form of Stock Unit Award Agreement.
5.1*	Opinion of Vinson & Elkins L.L.P.
23.1*	Consent of Deloitte and Touche LLP. (Huntsman Corporation and Huntsman International LLC)
23.2*	Consent of Vinson & Elkins L.L.P. (included in Exhibit 5.1 to this Registration Statement).
24.1*	Power of Attorney (included in the signature page of this Registration Statement).
107.1*	Calculation of Filing Fee Tables.

* Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on FormS-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of The Woodlands, Texas on May 2, 2025.

HUNTSMAN CORPORATION

By: /s/ Peter R. Huntsman
Name: Peter R. Huntsman
Title: Chairman of the Board, President and Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Peter R. Huntsman, David M. Stryker and Philip M. Lister, and each of them, his or her true and lawfulattorneys-in-factand agents, with full power of substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto saidattorneys-in-factand agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully and to all intents and purposes as they might or could not in person, hereby ratifying and confirming all that saidattorneys-in-factand agents or any of them, or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated on May 2, 2025.

<u>Signatures</u>	<u>Title</u>
<u>/s/ Peter R. Huntsman</u> Peter R. Huntsman	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)
<u>/s/ Philip M. Lister</u> Philip M. Lister	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Steven C. Jorgensen</u> Steven C. Jorgensen	Vice President and Controller (Principal Accounting Officer)
<u>/s/ Dr. Mary C. Beckerle</u> Dr. Mary C. Beckerle	Director
<u>/s/ Sonia Dulá</u> Sonia Dulá	Director
<u>/s/ Cynthia L. Egan</u> Cynthia L. Egan	Director

<u>/s/ Curtis E. Espeland</u>	Curtis E. Espeland	Director
<u>/s/ Daniele Ferrari</u>	Daniele Ferrari	Director
<u>/s/ Jeanne McGovern</u>	Jeanne McGovern	Director
<u>/s/ José Muñoz</u>	José Muñoz	Director
<u>/s/ David B. Sewell</u>	David B. Sewell	Director
<u>/s/ U.S. Navy Retired Vice Admiral Jan E. Tighe</u>	U.S. Navy Retired Vice Admiral Jan E. Tighe	Director

**HUNTSMAN CORPORATION
2025 STOCK INCENTIVE PLAN**

Restricted Stock Agreement

Grantee:
Date of Grant:
Restricted Stock Grant Number:
Number of Restricted Shares Granted:

1. Notice of Grant. You are hereby granted pursuant to the Huntsman Corporation 2025 Stock Incentive Plan (the “Plan”) the number of restricted shares of Common Stock (“Restricted Stock”) of Huntsman Corporation (the “Company”) set forth above, subject to the terms and conditions of the Plan and this Agreement.

2. Vesting of Restricted Stock. Subject to the further provisions of this Agreement, the shares of Restricted Stock shall become vested in accordance with the following schedule:

Anniversary of Date of Grant	Cumulative Vested Percentage
1st	50%
2nd	100%

Notwithstanding the above vesting schedule, all shares of Restricted Stock that are not vested on your termination of employment with the Company for any reason (including without limitation on account of death, disability, or retirement) shall be automatically cancelled and forfeited without payment upon your termination. For purposes of this Agreement, “employment with the Company” shall include being an employee or a director of, or a consultant to, the Company or an affiliate and, following a spin-off of any Subsidiary of the Company as a separate, publicly traded company (“SpinCo”), being an employee or a director of, or a consultant to, SpinCo or its affiliates.

3. Rights as Stockholder. From the Date of Grant, you shall have all rights of ownership in or with respect to the shares of Restricted Stock as a shareholder of the Company, including without limitation, voting rights; provided, however that dividends and distributions made on a share of Restricted Stock shall be held by the Company without interest until the Restricted Stock with respect to which the dividend or distribution was made becomes vested or is forfeited and then shall be paid to you (in cash or in Shares) at the time such Restricted Stock vests or forfeited, as the case may be.

4. Change of Control. Upon a Change of Control, the provisions of Section 8(e) of the Plan shall apply.

5. Issuance of Common Stock. At the Date of Grant, a certificate evidencing the shares of Restricted Stock shall be issued by the Company in your name. The certificate shall contain an appropriate endorsement reflecting the forfeiture restrictions. The certificate shall be delivered upon issuance to the Secretary of the Company or to such other depository as may be designated by the Committee as a depository for safekeeping until the forfeiture of such Restricted Stock occurs or the vesting of the shares pursuant to the terms of the Plan and this Agreement. You shall, if required by the Committee, deliver to the Company a stock power, endorsed in blank, relating to the Restricted Stock. Upon vesting and satisfying all applicable tax withholding obligations, the Company shall cause a new certificate or certificates to be issued without legend restrictions (except for any legend required pursuant to applicable securities laws or any other agreement to which you are a party) in your name in exchange for the certificate evidencing the shares of Restricted Stock that have vested. In lieu of issuing a certificate, the Company may evidence such shares by book-entry or other appropriate method.

6. Nontransferability of Restricted Stock. You may not sell, transfer, pledge, exchange, hypothecate or dispose of shares of Restricted Stock or dividends or distributions related thereto in any manner. A breach of these terms of this Agreement shall cause a forfeiture of the shares of Restricted Stock and dividends or distributions related thereto.

7. Withholding of Tax. To the extent that the receipt or vesting of Restricted Stock (or any payment with respect to related dividends or distributions) results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or “net”) such number of Shares otherwise payable to you as the Company or the Subsidiary may require to meet its withholding obligations under such applicable law; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable maximum statutory tax withholding requirements. Notwithstanding the foregoing, to the extent any cash payments are made to you under this Agreement, tax withholding obligations related thereto will be withheld from such payments. No delivery of Shares or other payment shall be made pursuant to this Agreement until you have paid or made arrangements approved by the Company or the Subsidiary to satisfy in full the applicable tax withholding requirements of the Company or Subsidiary.

8. Clawback. Your rights with respect to this Agreement shall in all events be subject to all rights that the Company may have under any Company recoupment policy, including any policy adopted to conform with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any rules promulgated thereunder by the Securities and Exchange Commission, or any other agreement or arrangement with you.

9. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

10. Amendment. Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it deems appropriate to comply with such section and any regulations or guidance issued thereunder.

11. General. You agree that the shares of Restricted Stock are granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

GRANTEE

**HUNTSMAN CORPORATION
2025 STOCK INCENTIVE PLAN
Restricted Stock Agreement**

Grantee:
Date of Grant:
Restricted Stock Grant Number:
Number of Restricted Shares Granted:

1. Notice of Grant. You are hereby granted pursuant to the Huntsman Corporation 2025 Stock Incentive Plan (the “Plan”) the number of restricted shares of Common Stock (“Restricted Stock”) of Huntsman Corporation (the “Company”) set forth above, subject to the terms and conditions of the Plan and this Agreement.

2. Vesting of Restricted Stock. Subject to the further provisions of this Agreement, the shares of Restricted Stock shall become vested in accordance with the following schedule:

Anniversary of Date of Grant	Cumulative Vested Percentage
1st	33⅓%
2nd	66⅔%
3rd	100%

Notwithstanding the above vesting schedule, all shares of Restricted Stock that are not vested on your termination of employment with the Company for any reason (including without limitation on account of death, disability, or retirement) shall be automatically cancelled and forfeited without payment upon your termination. For purposes of this Agreement, “employment with the Company” shall include being an employee or a director of, or a consultant to, the Company or an affiliate and, following a spin-off of any Subsidiary of the Company as a separate, publicly traded company (“SpinCo”), being an employee or a director of, or a consultant to, SpinCo or its affiliates.

3. Rights as Stockholder. From the Date of Grant, you shall have all rights of ownership in or with respect to the shares of Restricted Stock as a shareholder of the Company, including without limitation, voting rights; provided, however that dividends and distributions made on a share of Restricted Stock shall be held by the Company without interest until the Restricted Stock with respect to which the dividend or distribution was made becomes vested or is forfeited and then shall be paid to you (in cash or in Shares) at the time such Restricted Stock vests or forfeited, as the case may be.

4. Change of Control. Upon a Change of Control, the provisions of Section 8(e) of the Plan shall apply.

5. Issuance of Common Stock. At the Date of Grant, a certificate evidencing the shares of Restricted Stock shall be issued by the Company in your name. The certificate shall contain an appropriate endorsement reflecting the forfeiture restrictions. The certificate shall be delivered upon issuance to the Secretary of the Company or to such other depository as may be designated by the Committee as a depository for safekeeping until the forfeiture of such Restricted Stock occurs or the vesting of the shares pursuant to the terms of the Plan and this Agreement. You shall, if required by the Committee, deliver to the Company a stock power, endorsed in blank, relating to the Restricted Stock. Upon vesting and satisfying all applicable tax withholding obligations, the Company shall cause a new certificate or certificates to be issued without legend restrictions (except for any legend required pursuant to applicable securities laws or any other agreement to which you are a party) in your name in exchange for the certificate evidencing the shares of Restricted Stock that have vested. In lieu of issuing a certificate, the Company may evidence such shares by book-entry or other appropriate method.

6. Nontransferability of Restricted Stock. You may not sell, transfer, pledge, exchange, hypothecate or dispose of shares of Restricted Stock or dividends or distributions related thereto in any manner. A breach of these terms of this Agreement shall cause a forfeiture of the shares of Restricted Stock and dividends or distributions related thereto.

7. Withholding of Tax. To the extent that the receipt or vesting of Restricted Stock (or any payment with respect to related dividends or distributions) results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or “net”) such number of Shares otherwise payable to you as the Company or the Subsidiary may require to meet its withholding obligations under such applicable law; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable maximum statutory tax withholding requirements. Notwithstanding the foregoing, to the extent any cash payments are made to you under this Agreement, tax withholding obligations related thereto will be withheld from such payments. No delivery of Shares or other payment shall be made pursuant to this Agreement until you have paid or made arrangements approved by the Company or the Subsidiary to satisfy in full the applicable tax withholding requirements of the Company or Subsidiary.

8. Clawback. Your rights with respect to this Agreement shall in all events be subject to all rights that the Company may have under any Company recoupment policy, including any policy adopted to conform with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any rules promulgated thereunder by the Securities and Exchange Commission, or any other agreement or arrangement with you.

9. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

10. Amendment. Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it deems appropriate to comply with such section and any regulations or guidance issued thereunder.

11. General. You agree that the shares of Restricted Stock are granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

GRANTEE

**HUNTSMAN CORPORATION
2025 STOCK INCENTIVE PLAN**

Phantom Share Agreement

Grantee:
Date of Grant:
Phantom Share Grant Number:
Number of Phantom Shares Granted:

1. **Notice of Grant.** You are hereby granted pursuant to the Huntsman Corporation 2025 Stock Incentive Plan (the “Plan”) the number of Phantom Shares of Huntsman Corporation (the “Company”) set forth above, subject to the terms and conditions of the Plan and this Agreement. A Phantom Share shall constitute a “Restricted Stock Unit” (within the meaning of the Plan) subject to the terms of the Plan and this Agreement.

2. **Vesting of Phantom Shares.** Subject to the further provisions of this Agreement, the Phantom Shares shall become vested in accordance with the following schedule:

Anniversary of Date of Grant	Cumulative Vested Percentage
1st	33⅓%
2nd	66⅔%
3rd	100%

Notwithstanding the above vesting schedule, all Phantom Shares that are not vested on your termination of employment with the Company for any reason (including without limitation on account of death, disability, or retirement) shall be automatically cancelled and forfeited without payment upon your termination. For purposes of this Agreement, “employment with the Company” shall include being an employee or a director of, or a consultant to, the Company or an affiliate and, following a spin-off of any Subsidiary of the Company as a separate, publicly traded company (“SpinCo”), being an employee or a director of, or a consultant to, SpinCo or its affiliates.

3. **DERs.** During the period that a Phantom Share remains “outstanding” pursuant to this Agreement (i.e., prior to the time the Phantom Share becomes vested), an amount equivalent to the dividends and distributions made on a share of Common Stock during such period (“DERs”) shall be held by the Company without interest until the Phantom Share becomes vested or is forfeited and then shall be paid to you (in cash or in Shares) at the time specified in Section 5 or forfeited, as the case may be.

4. **Change of Control.** Upon a Change of Control, the provisions of Section 8(e) of the Plan shall apply.

5. **Issuance of Common Stock.** On or as soon as administratively feasible, but not later than 30 days, following the vesting of the Phantom Shares, subject to Section 7 below, the Company, in its sole discretion, shall either: (a) cause Shares of Common Stock to be issued in your name without legend restrictions (except for any legend required pursuant to applicable securities laws or any other agreement to which you are a party); (b) cause to be paid to you an amount of cash equal to the Fair Market Value of the Shares that would otherwise be issued to you; or (c) cause to be paid and issued to you a combination of cash and Shares which in combination equal the Fair Market Value of the Shares (on the vesting date) that would otherwise be issued to you; in each case in cancellation of the Phantom Shares that have vested.

6. **Nontransferability of Phantom Shares.** You may not sell, transfer, pledge, exchange, hypothecate or dispose of Phantom Shares or DERs in any manner. A breach of these terms of this Agreement shall cause a forfeiture of the Phantom Shares and DERs.

7. **Withholding of Tax.** To the extent that the receipt or vesting of Phantom Shares (or DERs) or the issuance of shares of Common Stock with respect to Phantom Shares (or DERs) results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or “net”) such number of Shares otherwise payable to you as the Company or the Subsidiary may require to meet its withholding obligations under such applicable law; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable maximum statutory tax withholding requirements. Notwithstanding the foregoing, to the extent any cash payments are made to you under this Agreement, tax withholding obligations related thereto will be withheld from such payments. No delivery of Shares or other payment shall be made pursuant to this Agreement until you have paid or made arrangements approved by the Company or the Subsidiary to satisfy in full the applicable tax withholding requirements of the Company or Subsidiary.

8. **Clawback.** Your rights with respect to this Agreement shall in all events be subject to all rights that the Company may have under any Company recoupment policy, including any policy adopted to conform with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any rules promulgated thereunder by the Securities and Exchange Commission, or any other agreement or arrangement with you.

9. **Entire Agreement; Governing Law.** The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

10. **Amendment.** Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it deems appropriate to comply with such section and any regulations or guidance issued thereunder.

11. **Section 409A Compliance.** Notwithstanding any provisions of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable treasury regulations and administrative guidance issued thereunder (collectively, “Section 409A”), or an exemption therefrom, and shall

be interpreted, construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A (due to qualifying as a short-term deferral or otherwise) shall be excluded from Section 409A to the maximum extent possible. No payment shall be made under this Agreement if such payment would give rise to taxation under Section 409A to any person, and any amount payable under such provisions shall be paid on the earliest date permitted with respect to such provision by Section 409A and not before such date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

12. General. You agree that the Phantom Shares are granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

GRANTEE

**HUNTSMAN CORPORATION
2025 STOCK INCENTIVE PLAN**

Performance Share Unit Award Agreement

Grantee:
Date of Grant:
Target Number of Performance Share Units:
Maximum Number of Performance Share Units:

1. Notice of Grant. You are hereby granted pursuant to the Huntsman Corporation 2025 Stock Incentive Plan (the “Plan”) the number of performance-based Restricted Stock Units (“Performance Share Units”) as determined in accordance with Appendix A attached hereto and based upon the Target Number and the Maximum Number of Performance Share Units provided above, whereby each Performance Share Unit represents the right to receive one share of Common Stock of Huntsman Corporation (the “Company”), plus the additional rights to Dividend Equivalents set forth in Section 3, subject to the terms and conditions of the Plan and this Agreement (the “Award”).
 2. No Stockholder Rights. The Performance Share Units granted pursuant to this Agreement do not and shall not entitle you to any rights of a holder of Common Stock and shall remain forfeitable at all times prior to the date on which rights become vested and the restrictions with respect to the Performance Share Units lapse in accordance with Section 6.
 3. Dividend Equivalents. On the Vesting Date (as defined below), you are entitled to receive, either as cash or additional Performance Share Units in the sole discretion of the Committee, an amount equal to all dividends or other distributions the Company declares and pays during the applicable performance period set forth in Appendix A attached hereto on the number of Performance Share Units you earn pursuant to this Agreement as determined in accordance with Appendix A, if any.
 4. Restrictions; Forfeiture. The Performance Share Units are restricted in that they may not be sold, transferred or otherwise alienated until the restrictions are removed or expire as described in Section 6 of this Agreement. The Performance Share Units are also restricted in the sense that they may be forfeited to the Company as provided in Section 6 (the “Forfeiture Restrictions”).
 5. Issuance of Common Stock. No shares of Common Stock shall be issued to you prior to the date on which the Performance Share Units vest and the restrictions, including the Forfeiture Restrictions, with respect to the Performance Share Units lapse, in accordance with Section 6. After the Performance Share Units vest pursuant to Section 6, the Company shall, promptly and within 60 days of such vesting date, cause to be issued Common Stock registered in your name in payment of such vested Performance Share Units. The Company shall evidence the Common Stock to be issued in payment of such vested Performance Share Units in the manner it deems appropriate. The value of any fractional Performance Share Units shall be rounded down at the time Common Stock is issued to you in connection with the Performance Share Units. No fractional shares of Common Stock, nor the cash value of any fractional shares of Common Stock, will be issuable or payable to you pursuant to this Agreement. The value of such shares of Common Stock shall not bear any interest owing to the passage of time. Neither this Section 5 nor any action taken pursuant to or in accordance with this Section 5 shall be construed to create a trust or a funded or secured obligation of any kind.
-
6. Expiration of Restrictions and Risk of Forfeiture.
 - (a) Vesting Requirements. Subject to the terms and conditions of this Agreement and the Plan, the Forfeiture Restrictions on the Performance Share Units will lapse and the Performance Share Units will vest, if at all, in accordance with and at the conclusion of the performance period set forth in Appendix A attached hereto (the “Vesting Date”). Shares of Common Stock that are nonforfeitable and transferable will be issued to you in payment of your vested Performance Share Units as set forth in Section 5, provided that you are continuously employed by or providing services to the Company or any of its Subsidiaries from the Date of Grant through the Vesting Date. For purposes of this Agreement, “employed by or providing services to the Company or any of its Subsidiaries,” “service relationship with the Company or any of its Subsidiaries” and similar phrases shall include being an employee or a director of, or a consultant to, the Company or a Subsidiary and, following a spin-off of any Subsidiary of the Company (a “Spin-Off”) as a separate, publicly traded company (“SpinCo”), being an employee or a director of, or a consultant to, SpinCo or its Subsidiaries.
 - (b) Adjustments to Performance Share Units Following Performance Period. Immediately following the Committee’s certification of the satisfaction of the applicable performance goals set forth in Appendix A attached hereto, and the applicable level of achievement attained in connection therewith, the number of Performance Share Units as determined in accordance with Appendix A (and the corresponding number of shares of Common Stock to be issued to you in settlement of such Performance Share Units) shall be determined based upon the achievement of the applicable performance goals, taking into account the Target Number and the Maximum Number of Performance Share Units provided above.
 - (c) Adjustments in Connection with a Spin-Off. In the event that a Spin-Off occurs prior to the Vesting Date, the Committee may adjust the performance goals set forth in Appendix A, including the performance period or the peer group companies specified therein, as the Committee may deem appropriate to reflect the impact of the Spin-Off on the Award.
 7. Termination of Services. If your service relationship with the Company or any of its Subsidiaries is terminated for any reason, then those Performance Share Units for which the restrictions have not lapsed as of the date of termination shall become null and void and those Performance Share Units shall be forfeited to the Company. The Performance Share Units for which the restrictions have lapsed as of the date of such termination, including Performance Share Units for which the restrictions lapsed in connection with such termination, shall not be forfeited to the Company and shall be settled as set forth in Section 5.
 8. Change of Control. Upon a Change of Control, the provisions of Section 8(e) of the Plan shall apply.
 9. Leave of Absence. With respect to the Award, the Company may, in its sole discretion, determine that if you are on leave of absence for any reason you will be considered to still be in the employ of, or providing services for, the Company, provided that rights to the Performance Share Units during a leave of absence will be limited to the extent to which those rights were earned or vested when the leave of absence began.

10. Withholding of Tax. To the extent that the receipt or vesting of Performance Share Units (or Dividend Equivalents) or the issuance of shares of Common Stock with respect to Performance Share Units (or Dividend Equivalents) results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax

withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or “net”) such number of Shares otherwise payable to you as the Company or the Subsidiary may require to meet its withholding obligations under such applicable law; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable maximum statutory tax withholding requirements. Notwithstanding the foregoing, to the extent any cash payments are made to you under this Agreement, tax withholding obligations related thereto will be withheld from such payments. No delivery of Shares or other payment shall be made pursuant to this Agreement until you have paid or made arrangements approved by the Company or the Subsidiary to satisfy in full the applicable tax withholding requirements of the Company or Subsidiary.

11. Compliance with Securities Law. Notwithstanding any provision of this Agreement to the contrary, the issuance of Common Stock will be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities and with the requirements of any stock exchange or market system upon which the Common Stock may then be listed. No Common Stock will be issued hereunder if such issuance would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. In addition, Common Stock will not be issued hereunder unless (a) a registration statement under the Securities Act of 1933, as amended (the “*Act*”), is at the time of issuance in effect with respect to the shares issued or (b) in the opinion of legal counsel to the Company, the shares issued may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Act. YOU ARE CAUTIONED THAT ISSUANCE OF COMMON STOCK UPON THE VESTING OF PERFORMANCE SHARE UNITS GRANTED PURSUANT TO THIS AGREEMENT MAYNOT OCCUR UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company’s legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance hereunder, the Company may require you to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to time, the Board and appropriate officers of the Company are authorized to take the actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make shares of Common Stock available for issuance.

12. Right of the Company and Subsidiaries to Terminate Services. Nothing in this Agreement confers upon you the right to continue in the employ of or performing services for the Company or any Subsidiary or interferes in any way with the rights of the Company or any Subsidiary to terminate your employment or service relationship at any time.

– 3 –

13. No Guarantee of Interests. The Board and the Company do not guarantee the Common Stock of the Company from loss or depreciation.

14. Clawback. Your rights with respect to this Agreement shall in all events be subject to all rights that the Company may have under any Company recoupment policy, including any policy adopted to conform with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any rules promulgated thereunder by the Securities and Exchange Commission, or any other agreement or arrangement with you.

15. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.

16. Amendment. Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it deems appropriate to comply with such section and any regulations or guidance issued thereunder.

17. Section 409A Compliance. Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, “Section 409A”), or an exemption therefrom, and shall be interpreted, construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A (due to qualifying as a short-term deferral or otherwise) shall be excluded from Section 409A to the maximum extent possible. No payment shall be made under this Agreement if such payment would give rise to taxation under Section 409A to any person, and any amount payable under such provision shall be paid on the earliest date permitted with respect to such provision by Section 409A and not before such date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

18. General. You agree that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

GRANTEE

– 4 –

APPENDIX A

[]

**HUNTSMAN CORPORATION
2025 STOCK INCENTIVE PLAN**

Notice of Award of Common Stock

Grantee:
Date of Grant:
CSA Grant Number:
Number of Shares Granted:

1. Notice of Grant. You are hereby granted pursuant to the Huntsman Corporation 2025 Stock Incentive Plan (the “Plan”) the number of shares of Common Stock (“Common Stock”) of Huntsman Corporation (the “Company”) set forth above, subject to the terms and conditions of the Plan and this Notice (the “Award”).
2. Shares. The shares of Common Stock shall be issued by the Company in your name, pursuant to which you shall have all of the rights of a shareholder of the Company with respect thereto, including, without limitation, voting rights.
3. Withholding of Tax. To the extent that the receipt of the shares of Common Stock results in the receipt of compensation by you with respect to which the Company or a Subsidiary has a tax withholding obligation pursuant to applicable law, unless you elect to pay the amount of such obligations to the Company in cash, the Company or such Subsidiary shall withhold (or “net”) and cancel from the number of shares of Common Stock awarded to you such number of shares of Common Stock necessary to satisfy the tax required to be withheld by the Company or such Subsidiary; provided, that, the number of shares of Common Stock withheld shall be limited to the number of shares of Common Stock having an aggregate Fair Market Value on the date of withholding equal to the aggregate amount of tax withholding obligations determined based on the applicable maximum statutory tax withholding requirements.
4. General. The shares of Common Stock are granted under and governed by the terms and conditions of the Plan and this Notice. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Notice.

HUNTSMAN CORPORATION

**HUNTSMAN CORPORATION
2025 STOCK INCENTIVE PLAN**

Stock Unit Agreement for Outside Directors

Grantee:
Date of Grant:
SUA Grant Number:
Number of Stock Units Granted:

1. **Notice of Grant.** You are hereby granted pursuant to the Huntsman Corporation 2025 Stock Incentive Plan (the “Plan”) the number of Stock Units of Huntsman Corporation (the “Company”) set forth above, subject to the terms and conditions of the Plan and this Agreement. A Stock Unit shall constitute a “Restricted Stock Unit” (within the meaning of the Plan) subject to the terms of the Plan and this Agreement.
 2. **DERs.** During the period that a Stock Unit remains “outstanding” pursuant to this Agreement (i.e., prior to the time Shares are issued under Section 4 below), an amount equivalent to the dividends and distributions made on a share of Common Stock during such period (“DERs”) shall be held by the Company without interest until the Stock Unit becomes payable or is forfeited and then shall be paid to you (in cash or in Shares) at the time specified in Section 4 or forfeited, as the case may be.
 3. **Change of Control.** Upon a Change of Control, the provisions of Section 8(e) of the Plan shall apply.
 4. **Issuance of Common Stock.** Upon your termination of employment with the Company for any reason, subject to Section 6 below, the Company shall cause Shares of Common Stock to be issued in your name without legend restrictions (except for any legend required pursuant to applicable securities laws or any other agreement to which you are a party) in cancellation of your Stock Units. The Shares shall be issued as soon as administratively feasible following your termination of employment with the Company, but not later than 30 days thereafter. For purposes of this Agreement, “employment with the Company” shall include being an employee or a director of, or a consultant to, the Company or an affiliate and, following a spin-off of any Subsidiary of the Company as a separate, publicly traded company (“SpinCo”), being an employee or a director of, or a consultant to, SpinCo or its affiliates.
 5. **Nontransferability of Stock Units.** You may not sell, transfer, pledge, exchange, hypothecate or dispose of Stock Units or DERs in any manner. A breach of these terms of this Agreement shall cause a forfeiture of the Stock Units and DERs.
 6. **Withholding of Tax.** You acknowledge that you will consult with your personal tax advisor regarding the applicable federal, state, local or foreign tax consequences that arise in connection with this Agreement, the Stock Units and related DERs and any settlement thereof. In order to comply with all applicable federal, state, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, local or foreign payroll, withholding, income or other taxes are withheld or collected from you, if and to the extent required by applicable law. You acknowledge and agree that you are solely responsible for any and all federal, state, local or foreign payroll, withholding, income or other taxes ordinarily paid by you as a result of receiving compensation and are not relying on the Company to provide any guidance or advice regarding the tax consequences of this Agreement, the Stock Units and related DERs and any settlement thereof.
-
7. **Entire Agreement; Governing Law.** The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof, and may not be modified materially adversely to your interest except by means of a writing signed by the Company and you. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the state of Delaware.
 8. **Amendment.** Except as provided below, this Agreement may not be modified in any respect by any oral statement, representation or agreement by any employee, officer, or representative of the Company or by any written agreement which materially adversely affects your rights hereunder unless signed by you and by an officer of the Company who is expressly authorized by the Company to execute such document. This Agreement may, however, be amended as permitted by the terms of the Plan, as in effect on the date of this Agreement. Notwithstanding anything in the Plan or this Agreement to the contrary, if the Committee determines that the terms of this grant do not, in whole or in part, satisfy the requirements of Section 409A of the Code, the Committee, in its sole discretion, may unilaterally modify this Agreement in such manner as it deems appropriate to comply with such section and any regulations or guidance issued thereunder.
 9. **Section 409A Compliance.** Notwithstanding any provisions of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable treasury regulations and administrative guidance issued thereunder (collectively, “Section 409A”), or an exemption therefrom, and shall be interpreted, construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A (due to qualifying as a short-term deferral or otherwise) shall be excluded from Section 409A to the maximum extent possible. No payment shall be made under this Agreement if such payment would give rise to taxation under Section 409A to any person, and any amount payable under such provisions shall be paid on the earliest date permitted with respect to such provision by Section 409A and not before such date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A. In addition, any payments to be made under this Agreement upon a termination of your employment shall only be made if such termination of employment constitutes a “separation from service” under Section 409A.
 10. **General.** You agree that the Stock Units are granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

HUNTSMAN CORPORATION

GRANTEE

May 2, 2025

Huntsman Corporation
10003 Woodloch Forest Drive
The Woodlands, Texas 77380

Dear Ladies and Gentlemen:

We have acted as counsel for Huntsman Corporation, a Delaware corporation (the “Company”), in connection with the Company’s registration under the Securities Act of 1933, as amended (the “Act”), of the offer and sale of up to an aggregate of 5,250,000 shares of the Company’s common stock, par value \$0.01 per share (the “Shares”), pursuant to the Company’s registration statement on Form S-8 (the “Registration Statement”), to be filed with the Securities and Exchange Commission on May 2, 2025, which Shares may be issued from time to time in accordance with the terms of the Huntsman Corporation 2025 Stock Incentive Plan (as amended from time to time, the “Plan”).

In reaching the opinions set forth herein, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of such documents and records of the Company and such statutes, regulations and other instruments as we deemed necessary or advisable for purposes of this opinion, including (i) the Registration Statement, (ii) certain resolutions adopted by the board of directors of the Company, (iii) the Plan, and (iv) such other certificates, instruments, and documents as we have considered necessary for purposes of this opinion. As to any facts material to our opinions, we have made no independent investigation or verification of such facts and have relied, to the extent that we deem such reliance proper, upon certificates of public officials and officers or other representatives of the Company.

We have assumed (i) the legal capacity of all natural persons, (ii) the genuineness of all signatures, (iii) the authority of all persons signing all documents submitted to us on behalf of the parties to such documents, (iv) the authenticity of all documents submitted to us as originals, (v) the conformity to authentic original documents of all documents submitted to us as copies, (vi) that all information contained in all documents reviewed by us is true, correct and complete, and (vii) that the Shares will be issued in accordance with the terms of the Plan.

Based on the foregoing and subject to the limitations set forth herein, and having due regard for the legal considerations we deem relevant, we are of the opinion that the Shares have been duly authorized and, when the Shares are issued by the Company in accordance with the terms of the Plan and the instruments executed pursuant to the Plan, as applicable, the Shares will be validly issued, fully paid and non-assessable.

This opinion is limited in all respects to the General Corporation Law of the State of Delaware. We express no opinion as to any other law or any matter other than as expressly set forth above, and no opinion as to any other law or matter may be inferred or implied herefrom. The opinions expressed herein are rendered as of the date hereof and we expressly disclaim any obligation to update this letter or advise you of any change in any matter after the date hereof.

Vinson & Elkins LLP Attorneys at Law
Austin Dallas Denver Dubai Dublin Houston London
Los Angeles New York Richmond San Francisco Tokyo Washington

Texas Tower, 845 Texas Avenue, Suite 4700
Houston, TX 77002
Tel +1.713.758.2222 **Fax** +1.713.758.2346 [velaw.com](http://www.velaw.com)

V&E

Huntsman Corporation May 2, 2025 Page 2

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Vinson & Elkins L.L.P.
Vinson & Elkins L.L.P.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 18, 2025 relating to the financial statements of Huntsman Corporation and Huntsman International LLC, and the effectiveness of Huntsman Corporation's internal control over financial reporting, appearing in the Annual Report on Form 10-K of Huntsman Corporation and Huntsman International LLC for the year ended December 31, 2024.

/s/ Deloitte & Touche LLP

Houston, Texas
May 2, 2025

Calculation of Filing Fee Tables

S-8

Huntsman CORP

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1	Equity	Common Stock, par value \$0.01 per share	457(a)	5,250,000	\$ 13.16	\$ 69,090,000.00	0.0001531	\$ 10,577.68
Total Offering Amounts:						\$ 69,090,000.00		\$ 10,577.68
Total Fee Offsets:								\$ 0.00
Net Fee Due:								\$ 10,577.68

Offering Note

1

The Form S-8 registration statement to which this Exhibit 107.1 is attached (the "Registration Statement") registers 5,250,000 shares of common stock, par value \$0.01 per share (the "Stock"), of Huntsman Corporation, a Delaware corporation (the "Company" or "Registrant"), that may be delivered with respect to awards under the Huntsman Corporation 2025 Stock Incentive Plan (as amended from time to time, the "Plan").

Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), the Registration Statement shall be deemed to cover an indeterminate number of additional shares of Stock that may become issuable as a result of stock splits, stock dividends or similar transactions pursuant to the adjustment or anti-dilution provisions of the Plan.

The proposed maximum offering price per share and proposed maximum aggregate offering price for the shares of Common Stock covered by this Registration Statement have been estimated solely for purposes of calculating the registration fee pursuant to Rules 457(c) and 457(h) under the Securities Act based upon the average of the high and low prices of a share of Stock as reported on the New York Stock Exchange on April 30, 2025 (a date within five business days prior to the date of filing the Registration Statement), which was equal to \$13.16
