

CSI Compressco LP

POLICY ON TRADING IN PARTNERSHIP SECURITIES

This Policy on Trading in Partnership Securities applies to all directors, officers and other employees of (i) CSI Compressco GP LLC (the “Company”), the general partner of CSI Compressco LP (the “Partnership”) and (ii) the Partnership and its subsidiaries (the Company, the Partnership and its subsidiaries are collectively referred to as the “Partnership Group”). This policy also applies to family members, other members of a covered person’s household, and entities controlled by a person covered by this Policy.

1. The Policy

It is the policy of the Partnership Group that:

- no director, officer or employee of the Partnership Group may, directly, or indirectly through family members or other persons or entities, buy or sell any security issued by the Partnership, or any option or similar right to buy or sell such a security, while in possession of material nonpublic information regarding the Partnership Group;
- every director, officer or employee of the Partnership Group must maintain the confidentiality of material nonpublic information regarding the Partnership Group and shall not give advice or make recommendations regarding investments in the Partnership Group’s securities based on such material nonpublic information;
- no director, officer or employee of the Partnership Group may, while in possession of material nonpublic information regarding another company, which the person received in the course of performing his or her duties on behalf of the Partnership Group, directly, or indirectly through family members or other persons or entities, buy or sell any security issued by the other company or disclose such material nonpublic information to any other person; and
- if, at the time a director, officer or employee resigns from or is terminated by the Partnership Group, he or she is aware of material nonpublic information regarding the Partnership Group, he or she may not, directly, or indirectly through family members or other persons or entities, trade in the Partnership’s securities until the information becomes public or is no longer material.

2. Purpose and Scope of Policy

In the normal course of business, the directors, officers and employees of the Partnership Group come into possession of significant, sensitive information that is not available to the investing public. This information is the property of the Partnership Group entrusted to our directors, officers and employees, and each is under a legal responsibility and restriction not to misuse or profit from such information. The purchase or sale of the Partnership’s securities while you are aware of material nonpublic information about the Partnership Group, or the disclosure of such material nonpublic information to others, who then trade in the Partnership’s securities based on such information, is considered “insider trading” and is prohibited by federal securities laws.

The Insider Trading and Securities Fraud Enforcement Act of 1988, as amended, provides for a maximum criminal fine of \$5,000,000 and a jail term of up to 20 years for individuals who trade on material nonpublic information, in addition to civil penalties of up to three times the profit gained or loss avoided by such trades. The Partnership Group and its supervisory personnel may be subject to additional civil penalties of up to \$1,000,000 or, if greater, three times the profit gained or loss avoided

as a result of the violation, as well as a criminal penalty of up to \$25,000,000 for failing to take appropriate steps to prevent illegal insider trading or tipping.

Failure to comply with this Policy may also subject you to sanctions imposed by the Partnership Group, including termination for cause, whether or not the failure to comply results in a violation of law. A violation of law, or even an investigation by the Securities Exchange Commission (“SEC”) that does not result in prosecution, can tarnish one’s reputation and irreparably damage a career.

The Company has adopted this Policy both to satisfy Partnership Group’s obligation to prevent insider trading and to help you avoid the severe consequences associated with violations of insider trading laws. Moreover, one of our most valuable assets is our reputation for integrity and ethical conduct, which is further advanced through your compliance with the CSI Compressco GP LLC Code of Conduct.

In addition to the trading restrictions outlined in this Policy, each of the Company’s directors and certain of the Partnership Group’s designated officers are subject to the reporting requirements and limitations on short-swing trading imposed by Section 16 of the Securities Exchange Act of 1934. Such individuals are reminded that they are subject both to this Policy and to our mandatory pre-clearance requirements, as described in Section 4 hereof.

3. Restrictions on Trading Applicable to All Directors, Officers and Employees

(a) Prohibition on Trading while in Possession of Material Nonpublic Information

Information is not considered to be public if it has not been previously disclosed to the general public and is not otherwise available to the general public. When you are aware of material nonpublic or “inside” information, you are obligated to abstain from trading in the Partnership’s securities until that information is publicly disclosed and *at least two (2) trading days have elapsed* following the date of disclosure, to allow the public an opportunity to digest the information. For example, if material nonpublic information such as a release of quarterly financial results is issued by the Partnership on a Monday, you are not permitted to trade in the Partnership’s securities until that Thursday. Accordingly, you may not attempt to ‘beat the market’ by trading simultaneously with, or shortly after, the Partnership’s public disclosure of material nonpublic information.

Until we have broadly disseminated material nonpublic information, such as by press release or SEC filing, it is inappropriate for you to disclose that information, except to another employee or agent of the Partnership Group with a “need to know” such information. In addition, it is the policy of the Partnership Group that you may not:

- disclose that information to friends, family members or third parties (so-called “tippees”);
- advise or encourage a tippee with respect to trading in the Partnership’s securities; or
- disclose the information on an internet message board, in a “chat-room” or through any other form of social media or internet communication, including Twitter, Facebook or any internet-based forum.

If you become aware of material nonpublic information concerning a company with which we do business, you are also obligated to keep such information confidential and to abstain from trading in the securities of that company and any related entities until the information becomes public or is no longer material.

In general, nonpublic information is “material” if a reasonable investor would find it relevant in making a decision to buy, hold or sell the Partnership’s securities. Any information that could be expected to affect the Partnership’s unit price, whether it is positive or negative, should be considered material. Examples of material information include, but are not limited to:

- quarterly or annual financial or operating results;
- projections of future earnings or losses, or other earnings guidance;
- changes to previously announced earnings guidance, or the decision to suspend earnings guidance;
- news of a pending or proposed merger, acquisition or tender offer;
- news of the pending or proposed disposition or acquisition of a significant asset;
- plans for a substantial capital investment;
- development of a significant new product, process, or service;
- the declaration of a unit split or other form of recapitalization;
- changes in the Partnership’s distribution or dividend policy;
- the public or private offering of debt or equity securities;
- the entry into, or loss of, a significant contract with a customer or supplier;
- the gain or loss of a significant customer or supplier;
- news of pending or proposed changes in management;
- news of a change in auditors or auditor notification that the Partnership Group may no longer rely on an audit;
- the existence of solvency or financial liquidity problems;
- changes in the Partnership’s debt rating; or
- actual or threatened litigation or administrative proceedings posing significant exposures, or the settlement thereof.

The foregoing list is merely illustrative and is not exhaustive. If you have doubts as to whether certain information is material nonpublic information, you should consult with your direct supervisor, your operating unit Vice President, the Company’s Chief Executive Officer, Chief Financial Officer, or General Counsel. Regardless of any such consultation, the ultimate responsibility for adhering to this Policy and complying with all applicable legal requirements rests with you.

Although precise guidelines covering when and under what circumstances you may trade in the Partnership’s securities are difficult to establish, three basic rules are as follows:

- You should not engage in any transaction involving the Partnership’s securities unless you are sure that you possess no material nonpublic information.
- If you do possess such information, you should postpone trading until the information has been released to the public and at least two (2) trading days (or longer where the complexity of the information requires a longer period) have elapsed since the day the information was released to the public, in order to permit the public time to digest the information.

- Under no circumstances may you disclose material nonpublic information to any person, other than to our directors, officers, employees, and agents with a “need to know.”

(b) Transactions by Family Members

The trading restrictions described in this Policy also apply to your family members who reside with you, to any other person who lives in your household, and to your family members who do not live in your household but whose financial transactions are directed by you or are subject to your influence and control. You are responsible for the transactions of these other persons, and you should make them aware of their obligation to confer with you before they trade in the Partnership’s securities.

(c) Transactions under Partnership Plans

Equity Plan Transactions. The times at which awards are granted under the Partnership’s equity incentive compensation plan are determined by the Company’s Board of Directors and Management. Your receipt and acceptance of equity awards, which may include options, phantom units, restricted units, performance-based unit awards or other awards permitted under our plan, is not subject to this Policy. A cash exercise of options by you that does not include a sale of the securities resulting from the exercise is not subject to the restriction on trading while in possession of material nonpublic information. However, a cashless broker-assisted exercise by you, which requires the sale of all or a portion of the securities resulting from the transaction to fund the exercise or to pay tax withholding amounts is subject to the trading restrictions described in this Policy, and must be timed accordingly.

Under our equity incentive compensation plan, when phantom units or restricted units vest, you may elect to surrender vested units to us in payment of tax withholding amounts. Similarly, an exercise of options under our equity incentive compensation plan may include the surrender of units to us in payment of the exercise price of the option or in payment of required tax withholding amounts. These surrenders of the Partnership’s securities to us are not subject to the restrictions on trading while in possession of material nonpublic information.

(d) Additional Prohibited Transactions

We consider it improper and inappropriate for any director, officer, or employee of the Partnership Group to engage in the following short-term or speculative transactions in the Partnership’s securities:

Short Sales. Short sales of the Partnership’s securities evidence an expectation on the part of the seller that the securities will decline in value, and signals to the market that the seller has no confidence in our short-term prospects. In addition, short sales may reduce the seller’s incentive to work toward improving our long-term performance. For these reasons, short sales of the Partnership’s securities are prohibited by this Policy.

Publicly Traded Options. Transactions in puts, calls, or other derivative instruments, on an exchange or in any other organized market are, in effect, bets on the short-term movement our securities. Participating in these transactions may create the appearance that you are trading on material nonpublic information, and focus your attention on short-term performance at the expense of our long-term objectives. Accordingly, transactions in puts, calls or other derivative securities, on an exchange or in any other organized market, are prohibited by this Policy.

Hedging Transactions. Certain forms of hedging or monetization transactions such as zero-cost collars and forward sale contracts allow a purchaser to lock-in much of the value of his or her

securities, often in exchange for all or a part of the potential upside appreciation of the underlying asset. Engaging in these transactions would allow you to continue to own the Partnership's securities, but without the risks and rewards of ownership that would otherwise serve to align your interests with the interests of our other unitholders. Therefore, directors, officers and employees of the Partnership Group are prohibited from engaging in any such transactions.

Margin Accounts and Pledges. Securities held in a margin account may be sold by the broker without the owner's consent if the owner fails to meet a margin call. Similarly, securities pledged or hypothecated as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale could occur at a time when you are aware of material nonpublic information or are otherwise not permitted to trade in the Partnership's securities, you are (i) required to notify your broker of your status as an insider of the Partnership Group so that appropriate precautions can be taken to ensure that the Partnership's securities are not held in an account where they can be margined, and (ii) prohibited from pledging the Partnership's securities as collateral for a loan. An exception to this prohibition may be granted where an officer, director or employee wishes to pledge the Partnership's securities as collateral for a loan (not including margin debt) and clearly demonstrates the financial capacity to repay the loan without resort to the pledged securities. Any director, officer or employee who wishes to pledge the Partnership's securities as collateral for a loan must submit a request for approval to the Company's Chief Financial Officer or General Counsel at least two weeks prior to the proposed execution of documents evidencing the proposed pledge.

In addition to the foregoing, the Partnership Group may not directly purchase any securities issued by the Partnership from any director, officer, or employee of the Partnership Group in a private transaction except for any purchase, surrender or other acquisition of securities as permitted under (i) any equity compensation plan adopted by the Company, or (ii) any inducement award granted by the Partnership Group in accordance with the applicable rules of any national securities exchange or other market on which the Partnership's securities may be traded.

4. Additional Restrictions on Trading Applicable to Designated Persons

(a) Who is a Designated Person

The Company's directors and certain of the Partnership Group's officers and other employees generally have extensive knowledge of material nonpublic information through the normal performance of their assigned duties. From time to time, the Company's Chief Executive Officer and General Counsel will identify those officers and employees whose access to material nonpublic information warrants our increased scrutiny of their transactions in our securities in order to help prevent inadvertent violations of securities laws. Those officers and employees so identified, along with each of the Company's directors (collectively, the "Designated Persons"), will be named on a list maintained by the Company's General Counsel, and will be notified by the Company's General Counsel of their inclusion on the list of Designated Persons and upon any change in their status as a Designated Person.

(b) Pre-clearance Requirements

Designated Persons are required to obtain written pre-clearance from the Company's General Counsel, or, in his absence, the Company's Chief Executive Officer or, in his absence, the Company's Chief Financial Officer, prior to effecting any transaction in the Partnership's securities. This pre-clearance requirement includes all (i) transactions under Partnership Group plans to the extent such transactions are subject to this Policy as provided above in Section 3(c), (ii) transactions by family members of Designated Persons, and (iii) transactions in which the Designated Person has a direct or indirect interest or the ability to direct the transaction. A request

for pre-clearance may be made by completing and returning the Designated Person Transaction Form, either by mail or other form of physical delivery or by email, fax or other electronic means. The Designated Person Transaction Form may be obtained from the Company's General Counsel. The request for pre-clearance must be submitted at least two business days in advance of the proposed transaction. Once obtained, the pre-clearance will generally be effective for five business days. Notification of the General Counsel is required following completion of the transaction. This pre-clearance requirement is separate and apart from any applicable requirement to (i) file notification of a change in beneficial ownership under Section 16(a) of the Securities Exchange Act of 1934, (ii) observe the six-month waiting period under Section 16(b) of such Act, or (iii) comply with Rule 144 under the Securities Act of 1933. You should keep written records of all your transactions in the Partnership's securities to assist you in complying with such requirements.

(c) Blackout Periods

The announcement of the Partnership's quarterly earnings almost always has the potential to have a material impact on the market for the Partnership's securities. For this reason, and with the exception of certain transactions under Partnership Group plans identified in Section 3(c) that are not subject to the restrictions on trading under this Policy, Designated Persons may not trade in the Partnership's securities during the period ***beginning at the close of market on the last day of the third month of each fiscal quarter and ending after the second full trading day following the issuance of the Partnership's earnings release for that period.*** For example, if a quarterly earnings release is issued by the Partnership on a Monday, you are not permitted to trade in the Partnership's securities until that Thursday.

In addition, if specific events or developments occur that are material to the Partnership Group, such as when we are engaged in discussions regarding a significant business combination, we may also impose special, event specific blackouts on trading. Following the establishment of an event specific blackout period, certain specified individuals may not buy or sell the Partnership's securities under any circumstances until they are advised that the event specific blackout period has terminated and pre-clearance for a proposed transaction has been obtained. Designated Persons may not discuss the existence of any event specific blackout period with any other person, except those employees or agents of the Partnership Group who are aware of the event. If you are subject to an event specific blackout, the existence of the event specific blackout period will be communicated directly to you.

Any Designated Person who resigns or is terminated during a quarterly or event specific blackout period will remain subject to the trading blackout during that portion of the blackout period which follows his or her departure from the Partnership Group.

(d) Rule 10b5-1 Trading Plans

Designated Persons will not be subject to the mandatory pre-clearance procedures and trading restrictions described in this Section 4 to the extent that a given transaction in the Partnership's securities is executed pursuant to an effective Rule 10b5-1 trading plan. Rule 10b5-1 provides an affirmative defense from insider trading liability under the federal securities laws for purchases and sales that are effectuated under a trading plan that meets certain specified requirements. Once a trading plan is adopted, the individual who established the trading plan must not make any plan deviations or plan modifications unless they are in accordance with Rule 10b5-1. Designated Persons anticipating regular transactions in the Partnership's securities over a known period of time are encouraged to consider adopting a Rule 10b5-1 trading plan.

If a Designated Person intends to enter into a Rule 10b5-1 trading plan, the entry into such trading plan must first be pre-cleared by the Company's General Counsel. As required by Rule 10b5-

1, you may not enter into a trading plan when you are aware of any material nonpublic information or during any blackout period. *We strongly urge any Designated Person seeking to enter into a trading plan to consult an attorney prior to adopting the plan. The Partnership Group does not and will not undertake any obligation to ensure that a trading plan filed with the Partnership Group by a Designated Person complies with Rule 10b5-1.*

5. Necessity for Authorized Release

The federal securities laws prohibit selective disclosure of material nonpublic information. We have established procedures for releasing material nonpublic information in a manner that is designed to achieve broad public dissemination of the information immediately upon its release. Therefore, it is imperative that all disclosures of material nonpublic information on behalf of the Partnership Group be made through an appropriately designated officer under carefully controlled circumstances. Unless you are expressly authorized to respond, if you receive any inquiries from the media, analysts, stockholders or other outsiders regarding the Partnership Group, you should decline comment and refer the inquirer to the Company's Chief Executive Officer or Chief Financial Officer.

6. Confidentiality Requirement

Any information concerning the Partnership Group that is in your possession but is not generally available to the public may not be disclosed to any person who is not a director, officer, employee or agent of the Partnership Group with a "need to know" such information. In addition to protecting our confidential and proprietary information, this provision is intended to prohibit the "tipping" of material nonpublic information to any third party. (These obligations are in addition to your obligations under the CSI Compressco GP LLC Code of Conduct.)

7. Strict Compliance

The SEC takes the position that the mere fact that you are aware of material nonpublic information is sufficient to prohibit your trading in the Partnership's securities, and the SEC does not recognize the defense that a transaction occurred without your use of such information. Accordingly, a transaction that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure) is neither an exception to this Policy nor a safeguard against prosecution for violations of insider trading laws.

8. Violation of the Policy

If you violate this Policy, you may be subject to criminal and civil penalties and other potential liabilities under federal and/or state securities laws as described in Section 2. In addition, you will be subject to immediate discipline by the Partnership Group, including possible termination of your employment. You are responsible for complying with this Policy and ensuring that your immediate family complies with this Policy and applicable securities laws.

9. Certification

We may, from time to time, require that you certify your understanding of and intent to comply with this Policy. Accordingly, if so requested by your direct supervisor, your operating unit or segment Vice President, the Company's Chief Executive Officer, Chief Financial Officer, or General Counsel, you must sign, date and return the Compliance Certification, attached hereto as Exhibit A, stating that you have received the Policy and that you agree to be bound by and to comply with the terms of the Policy. All directors, officers and other employees of the Partnership Group are bound by this Policy regardless of whether they sign the Compliance

Certification. All Designated Persons will be required to certify their compliance with this Policy on an annual basis.

10. Assistance

If you have questions about this Policy or its application to any proposed transaction, you may obtain additional guidance from:

Derek J. Anchondo
CSI Compressco GP LLC
General Counsel
1735 Hughes Landing Blvd., Suite 200
The Woodlands, TX 77380
Phone: 281.364.4351
email: derek.anchondo@csicompressco.com

EXHIBIT A

CSI Compressco LP

COMPLIANCE CERTIFICATION

I have received and read the CSI Compressco LP Policy on Trading in Partnership Securities (the Policy). I agree to be bound by and comply fully with the Policy. I understand that any violation of the Policy, including the failure to report accurately on this statement, would be a serious breach of the Policy and could subject me to appropriate sanctions such as termination, a civil lawsuit and, in appropriate circumstances, possible criminal prosecution.

I understand that I qualify as the following for purposes of the Policy (check all applicable boxes):

- Employee**
- Director**
- Designated Person**

I hereby confirm that, except as provided below, I am in full compliance with this Policy (check one box below).

- I am in full compliance with the Policy, without exception.
- The exceptions to my compliance are as follows:

By: _____
(signature)

Name: _____

Title: _____

Date: _____