

**HF SINCLAIR
PURCHASE ORDER
SUPPLEMENTAL TERMS AND CONDITIONS**

The purchase order (the "**Purchase Order**") to which these Supplemental Terms and Conditions (the "**Supplemental Terms and Conditions**") are attached or into which these Supplemental Terms and Conditions are incorporated by reference, together with all exhibits, attachments and appendices thereto, is referred to in these Supplemental Terms and Conditions as the "**Agreement.**"

1. **Intellectual Property.** Unless otherwise expressly stated in the Purchase Order, all works of expression and all copyrights in such works, and any other intellectual property created, developed, written or conceived by Seller as a result of any work performed in connection with the design or creation of the Products for Buyer or the manufacture of the Products to Buyer's specifications pursuant to the Purchase Order shall be the sole property of Buyer. Seller will (i) disclose, deliver and assign to Buyer all such patentable inventions, discoveries and improvements, trade secrets and all works subject to copyright, if any, (ii) execute all documents and patent applications and make all other arrangements necessary to further document such ownership and/or assignment, and (iii) take whatever other steps may be needed to give Buyer the full benefit of such rights. Seller specifically agrees that all copyrighted materials generated or developed as a result of any work performed by Seller in connection with the design or creation of the Products for Buyer or the manufacture of the Products to Buyer's specifications pursuant to this Purchase Order, including but not limited to, computer programs and documentation, shall be considered works made for hire under the copyright laws of the United States and that they shall, upon creation, be owned exclusively by Buyer. Notwithstanding the foregoing, any intellectual property of Seller in existence prior to the parties' execution of this Purchase Order or developed by Seller wholly independent of any work performed pursuant to this or other Purchase Orders with Buyer shall be and remain Seller's sole property; provided that to the extent any such preexisting intellectual property is imbedded in, a component of or delivered along with Products purchased by Buyer under this Agreement, Seller hereby grants Buyer a perpetual, royalty free license to use the same as needed for the use, installation, set-up, operation, maintenance or repair of such Products.
2. **Provisions Regarding Anti-Corruption and Other Buyer Policies.**
 - a. **Compliance with Anti-Bribery Laws.** Seller warrants and agrees that in performing its obligations pursuant to this Agreement, it and its employees, subcontractors, agents or other third parties who provide or perform Seller's obligations under this Agreement or any part thereof on behalf of Seller ("**Seller Personnel**") will, in connection with this Agreement, comply with all applicable anti-bribery Laws, rules, codes, orders, regulations, decrees, conventions and/or government orders of any Governmental Authority of any relevant jurisdiction ("**Anti-Bribery Laws**"), specifically including the Foreign Corrupt Practices Act of the United States of America ("**FCPA**"). If Seller is a Government Official or Government Entity, has close connection with a Government Official or Government Entity that may have oversight of Seller's business or is owned or controlled by a Governmental Official or Government Entity, Seller agrees to perform its obligations under this Agreement solely in its personal or private capacity and shall not (i) use the authority, influence, or prestige of any Government Official to provide and delivery Products and/or to perform work associated therewith, or (ii) influence a Government Official concerning Buyer's business. Seller shall ensure that all Seller Personnel comply with this Section and do so on the basis of a written contract which imposes on and secures from the Seller Personnel terms equivalent in effect to those terms set forth and referred to in this Section 13. Seller shall be responsible for the observance and performance by the Seller Personnel of the terms of this Section 13, and shall be directly liable to Buyer for any breach by any Seller Personnel of the terms hereof.
 - b. **Compliance with Buyer Policies.** Seller acknowledges, agrees and warrants that it has obtained, has read, understands, and will comply with the policies enacted by Buyer's parent, HF Sinclair Corporation, copies of which are posted on the following website:

<http://www.hfsinclair.com/suppliers/>

including, but not limited to, the policies entitled "Supplier Code of Business Conduct and Ethics" and "Anti-Corruption Policy", copies of which are posted on such website.

Seller agrees that at the request and discretion of Buyer, Seller will certify compliance with such policies by itself and all Seller Personnel. Upon Buyer's request, Seller shall also obtain such certificates from Seller Personnel and provide a copy of such certificates to Buyer. Seller agrees that it will seek clarification and/or training from Buyer to the extent that it has questions regarding Seller's obligations under such policies and to participate and/or require Seller Personnel to participate in anti-bribery compliance training if so requested by Buyer. Seller shall have and maintain throughout the term of this Agreement adequate policies, procedures, and controls to ensure compliance with this Section including, at a minimum, policies and procedures relating to prevention of bribery, accounting for financial transactions, due diligence on third parties, and training of personnel, and will enforce them where appropriate. Seller shall immediately report to Buyer in writing any violation of the terms of this Section by it or any Seller Personnel and/or any request or demand for any undue or suspicious payment or other advantage of any kind received by Seller or any Seller Personnel in connection with the provision and delivery of Products and/or the

performance of work associated therewith under this Agreement. Seller shall also immediately notify Buyer in writing if Seller or any of its Seller Personnel (i) employs any Government Official or a Close Family Member of any Government Official; or (ii) forms a personal, business, or other relationship or association with any Government Official or Close Family Member of any Government Official who may have responsibility for or oversight of any business activities of Seller.

c. **Accuracy of Documents.** Seller agrees that all invoices, reports, statements, books and other records which it submits will be true and accurate in all respects, will fully and accurately describe services rendered and the nature and recipient of expenditures and or payments made and will not fail to reveal any material information which Buyer may require in order to accurately prepare its own books and records.

d. **Reliance on Information Questionnaire.** Seller agrees that if asked by Buyer to complete a Prospective Business Associate Questionnaire that it will promptly comply. Seller warrants that the information Seller will provide on the Prospective Business Associate Questionnaire will be true, accurate and complete in all material respects. Seller further warrants and agrees to provide notice to Buyer if it learns of facts that make the information Seller provided in the Prospective Business Associate Questionnaire no longer accurate in all material respects.

e. **Prohibition Against Gifts.** Neither Seller nor any Seller Personnel shall make, directly or indirectly, in connection with this Agreement or in connection with any other business transaction related to Buyer, a payment or gift of, or an offer, promise, or authorization to give money or anything of value to any: (i) Government Official; or (ii) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity for the purpose of:

- (i) influencing any act or decision of such Government Official or such person or entity in his, her, or its official capacity, including a decision to do or omit to do any act in violation of his, her, or its lawful duties or proper performance of functions; or
- (ii) inducing such Government Official or such person or entity to use his, her, or its influence or position with any Government Entity or other person or entity to influence any act or decision; or
- (iii) in order to obtain or retain business for, direct business to, or secure an improper advantage for Buyer or Seller.

f. **Remedies for Default.** If Buyer reasonably determines, at any time, that there is credible evidence that Seller or any of the Seller Personnel has violated any Anti-Bribery Laws or the terms of this Section 2, Buyer shall have the right to immediately suspend all payments due under this Agreement while it investigates such evidence. Upon request by Buyer, Seller shall cooperate with Buyer's investigation to determine if such a violation has occurred. In addition to any rights that Buyer may have under this Agreement, including without limitation Buyer's right to indemnification under the Purchase Order, Buyer shall have the right to terminate this Agreement for cause upon any Seller violation of the provisions of this **Section 2** with immediate effect notwithstanding the cure periods described in the default section of the Purchase Order.

3. **Responsibility for Invoices, Payment Instructions and Account Information.** Seller is responsible for ensuring the validity, accuracy, and completeness of all invoices, payment instructions, and bank account information provided to Buyer. Seller agrees that Buyer is entitled to rely on all such information provided to Buyer by Seller and/or each person acting with actual, implied, or apparent authority on behalf of Seller, and that Buyer shall have no liability in connection with such reliance or with respect to any errors in the information provided to Buyer as described in this Section, including, but not limited to, payment, wire transfer or ACH instructions, bank account names or account numbers. Buyer has no obligation to discover, and shall have no liability to Seller for, any errors in information submitted to Buyer as described in this Section. Seller agrees that it accepts full responsibility for any direct or indirect losses resulting from any errors or fraud occurring in connection with information provided to Buyer as described in this Section.

4. **Off-Site Repair and Incidental Services.** In the event the Purchase Order describes services for the repair of Products to be performed by Seller at Seller's place of business ("**Off-site Repair Services**"), the following terms shall apply in addition to all other applicable provisions set forth elsewhere in this Agreement. Any Product to be repaired by Seller pursuant to the Purchase Order shall be shipped at Buyer's cost from Buyer to Seller's service location specified in the Purchase Order. Seller shall perform the required Off-site Repair Services in accordance with the terms of this Agreement and then return the Product to Buyer at Buyer's address specified in the Purchase Order. Shipping costs for such return shall be paid by Buyer. Any shipping costs paid by Seller shall be invoiced without markup. Seller's invoices for services shall be paid in accordance with this Agreement. After completion of Off-site Repair Services, all repaired Products shall be returned to Buyer and shall, without limitation, be subject to the delivery, inspection and acceptance terms and conditions set forth in this Agreement. The term "Products" as used in this Agreement shall refer to Products that are the subject of Off-site Repair Services as appropriate and applicable. Buyer shall have the right to reject redelivered Products after repairs in the event any of the terms and conditions set forth in this Section are breached or if the repairs have not been made in accordance with this Agreement. Title to Products sent to Seller for repairs hereunder shall remain in Buyer at all times and Seller shall keep the same free from any liens or encumbrances; provided that Seller shall be responsible for any loss or damage to the same while in Seller's possession.

5. **Equal Employment Opportunity and Rights under NLRA.** Without limiting in any manner the generality of any other provision in this Agreement, Seller acknowledges and agrees that (i) Seller shall not discriminate against any employee because of race, color, creed, or national origin as outlined in the Equal Opportunity Clause of the Regulations of Executive Order 10925 of March 6, 1961 as amended by Executive Order 11114 of June 22, 1963; (ii) Seller shall fully comply with the requirements of (A) the Equal Employment Opportunity Clauses and other requirements contained in (x) Part II of Executive Order 11246 (1965), including, without limitation, Section 202 thereof prohibiting discrimination because of race, color, religion, sex, sexual orientation, gender identity, or national origin or because they have discussed, disclosed, or inquired about compensation, and as contained in and required by 41 CFR 60-1.4 (Equal Opportunity Obligations of Contractors and Subcontractors), and 41 CFR 60-4.3 (Construction Contractor Affirmative Action Requirements), (y) 41 CFR 60-741.5 (Equal Opportunity for Workers with Disabilities) and (z) 41 CFR 60-300.5 (Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Active Duty Wartime or Campaign Badge Veterans, and Armed Forces Service Medal Veterans); (B) Section 402 of the Vietnam Era Veterans Readjustment Act of 1974; (C) Section 503 of the Rehabilitation Act of 1973, EEO Duties of Government Contractors and 60 CFR 741.5(a) (Public Contracts and Property Management, Equal Opportunity Clauses) in all instances where such requirements are applicable; and (D) Executive Order 13496 (2009) as contained in 29 CFR Part 471, Appendix A to Subpart A (Text of Employee Notice Clause) concerning employee rights under the NLRA; (iii) all above referenced executive orders and the respective regulations are made a part of this Agreement by reference and (iv) Seller shall fully comply with all wage-hour and equal opportunity regulations and shall take vigorous affirmative action, including the submittal of a written affirmative action program, to employ minority or veteran employees whenever so required and is encouraged to do so in the absence of such requirements. The foregoing list of statutes is not intended to be exclusive and shall be deemed to include similar statutes and updates of statutes which may be enacted from time to time. Reference is made to the equal opportunity clauses contained in 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) which clauses are incorporated herein by reference. **Buyer and Seller shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) in all instances where such requirements are applicable. These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**
6. **Compliance with Economic Sanctions Laws.** Without limiting in any manner the generality of any other provision in this Agreement, Seller shall comply with all Laws administered by the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") or any other Governmental Authority imposing economic sanctions and trade embargoes ("**Economic Sanctions Laws**"). Seller represents that neither Seller nor any of its Affiliates or, to its knowledge, any director, officer, or employee of Seller or any of its Affiliates is a Person who (i) is the target of any Economic Sanctions Laws ("**Embargoed Target**") or (ii) is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other Governmental Authority ("**Embargoed Countries**"). Without limiting the generality of the foregoing, Seller shall not with respect to its relationship with Buyer (i) directly or indirectly export, re-export, transship or otherwise deliver goods, services or technology or any portion of goods, services or technology to an Embargoed Target or an Embargoed Country or (ii) broker, finance or otherwise facilitate any transaction in violations of Economic Sanctions Laws. Seller shall promptly notify Buyer if it or any of its Affiliates, or any of its or any of its Affiliates' directors, officers, employees, or agents becomes the target of any Economic Sanctions Laws, or the country or territory where any of them is located, organized, or resident becomes the target of sanctions imposed by OFAC or any other Governmental Authority.
7. **Forced Labor/Human Rights.** Without limiting in any manner the generality of any other provision in this Agreement or HF Sinclair's Supplier Code of Business Conduct and Ethics or other Policies and Procedures described or set forth in Section 2 above and/or the websites described therein, Seller shall not, and shall ensure that its suppliers, business partners and other Seller Parties involved in the production, manufacture or performance of the Products and/or work associated therewith do not, use any form of forced labor including, without limitation, forced or indentured child labor or labor of North Korean citizens or nationals and does not engage in human trafficking or human rights violations or otherwise violate applicable Laws related to these human rights at any stage of the production, manufacturing process or performance of the Products or work associated therewith or any of its components (all such described forced labor, human trafficking, human rights violations or violations of applicable Laws collectively, "**Forced Labor**"). Upon Buyer's request, Seller agrees to provide a certificate signed by Seller's duly authorized representative, certifying that Forced Labor was not used at any stage of the production, manufacturing process or other performance of the Products or work associated therewith or any of its components. Upon Buyer's request, Seller shall also obtain such certificates from its suppliers, business partners and other Seller Parties as described above and provide a copy of such certificates to Buyer. All such certificates shall be in a form reasonably acceptable to Buyer and Buyer may make additional certification requirements in its reasonable discretion. Without impacting Seller's obligation to comply with this Section, Seller shall maintain in effect a program of monitoring and auditing its suppliers, business partners and other Seller Parties as described above to ensure that they do not use Forced Labor in the manufacture, production or other performance of the Products or work associated therewith at any time including in the production of raw materials or component parts for the Products or work associated therewith. Seller shall conduct regular inspections of its suppliers, business partners and other Seller Parties as described above to ensure compliance with the requirements of this Section. If Buyer determines that Seller is in violation of the terms of this Section, in addition to any other rights and remedies Buyer may have under this Agreement or at law or in equity, Buyer shall have

the right to: (i) immediately cancel the affected purchases and terminate this Agreement without any liability or further obligation to Seller; or (ii) require Seller to implement corrective measures in accordance with a corrective action plan within the time set forth in the corrective action plan. Buyer shall have the right to suspend or cancel purchases or this Agreement while Seller implements corrective measures. If Seller does not implement corrective measures in accordance with the corrective action plan within the required time period, then Buyer may immediately cancel the affected purchases and terminate this Agreement without any liability or further obligation to Seller.

8. **Compliance with US Anti-Boycott Laws.** Without limiting in any manner the generality of any other provision in this Agreement, Seller shall: (i) comply with all United States anti-boycott Laws including, but not limited to, the US Export Administration Regulations (collectively, “**Anti-boycott Laws**”); (ii) not take any action that violates the Anti-boycott Laws; and (iii) not, in connection with or relating in any way to this Agreement and without limiting the generality of the foregoing: (A) refuse, or agree to refuse, to do business with Israel or any other nation or company subject to a boycott not endorsed by the United States; (B) discriminate against, or agree to discriminate against, any Person on the basis of race, religion, sex, national origin, or nationality; (C) furnish, or agree to furnish, information about the race, religion, sex, national origin, or nationality of another Person; (D) furnish, or agree to furnish, information about business relationships with or in Israel or any other nation or company subject to a boycott not endorsed by the United States; (E) implement letters of credit containing terms or conditions prohibited by the Anti-boycott Laws; or (F) otherwise comply with any boycott not endorsed by the United States or request based upon any such boycott.
9. **Compliance with Data Privacy Laws.** Without limiting in any manner the generality of any other provision in this Agreement, Seller shall: (i) comply with all applicable Laws relating to data privacy in its collection of personal information, including requirements related to providing proper notice and obtaining consent for the collection of personal information; (ii) keep records evidencing its compliance; and (iii) upon Buyer’s reasonable request, provide these records of compliance to Buyer; and notify Buyer if it becomes aware of any non-compliance in connection with this section.
10. **Certain Definitions.** The following words or phrases, where capitalized in this Agreement, shall have the following definitions:
 - (i) “**Law**” in the singular, and “**Laws**” in the plural, means any of the following to the extent applicable to this Agreement or the Products or work associated therewith: (a) any federal, state, local or foreign statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement, or other governmental restriction or any binding interpretation or administration of any of the foregoing by any Government Authority whether now or hereafter in effect, or (b) any requirements or conditions on or with respect to the issuance, maintenance or renewal of any Government Authorization or applications therefor, whether now or hereafter in effect.
 - (ii) “**Governmental Authority**” means any federal, state, municipal or foreign government in any jurisdiction having authority over Seller, Buyer, the Products or work associated therewith, or any ministry, department, court, commission, board, agency, institution, or similar entity under the direct control thereof.
 - (iii) “**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

END OF SUPPLEMENTAL TERMS AND CONDITIONS

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