



TERAWULF

SUPPLIER CODE OF BUSINESS CONDUCT AND ETHICS

TeraWulf is committed to the highest standard of social and environmental responsibility. In selecting suppliers, TeraWulf expects suppliers and business partners to share our goal of promoting lawful, professional, and fair practices that respect human rights, business ethics and sustainability.

This Supplier Code of Business Conduct and Ethics (this “Code”) reflects the commitment of TeraWulf and its subsidiaries and affiliates (collectively, “TeraWulf”) to conduct business with unquestionable integrity and to partner with businesses that share TeraWulf’s commitment. The Code applies to anyone – including suppliers, vendors, contractors, licensees and agents (collectively “Suppliers”) that supply products and/or services to TeraWulf.

All Suppliers are expected to act in accordance with the Code, including aligning policies, practices and guidelines and communicating and enforcing the Code through their organizations and across their supply chain. This Code defines our minimum expectations. TeraWulf Suppliers must, directly or indirectly, comply with all international, national, country, state and local laws and ordinances and all lawful orders, rules, regulations, codes, standards and treaties. Non-compliance, directly or indirectly, with any directive, rule, or regulation stated in this Code will result in immediate termination of the business relationship, and TeraWulf will seek any available remedies and law or in equity for such violation.¹

1.0 COMPLIANCE WITH LAWS AND REGULATIONS

1.1 Compliance with Laws and Regulations

The Company’s operations are subject to a considerable number of complex and changing laws and regulations, and all Suppliers are expected to abide by the laws and regulations in their country of operation. Suppliers are expected to maintain strict compliance with all applicable laws. The Supplier Code is in addition to, and does not reduce or supersede, any contractual obligations between TeraWulf and its Suppliers.

1.2 Taxation

Suppliers must comply fully with all obligations in relation to all taxes due within the jurisdictions in which they operate. Suppliers must not participate in tax evasion or facility tax evasion by others. Specifically, the Company expects its Suppliers to have contracts, policies, systems, and/or procedures in place to ensure compliance.

¹ This Code does not modify any supplier agreement. The Code is subject to updating and modification at TeraWulf’s sole discretion.

1.3 **Insider Trading**

Securities and stock exchange laws and regulations strictly limit the use and selective disclosure of information that, if publicly disclosed, could significantly impact the market price or value of the Company's securities or affect the investment decisions of a reasonable investor.

Suppliers are prohibited from purchasing and selling Company shares and derivatives based on Company shares when they possess material non-public information concerning the business and affairs of the Company. Suppliers with access to financial and other material information may only trade in accordance with the Company's Securities Trading Policy. For more information, please refer to the Company's Security Trading Policy, which is available on the Company's website (www.terawulf.com) and is incorporated by reference herein.

1.4 **Anti-Corruption, Gifts and Business-Related Events**

TeraWulf expects Suppliers to comply with applicable corruption and bribery laws including, but not limited to the Foreign Corrupt Practices Act (United States) (the "FCPA"), the Corruption of Foreign Public Officials Act (Canada) (the "CFPOA"), the United Kingdom Bribery Act and applicable local laws enacted under the United Nations Convention Against Corruption related to any services to TeraWulf. TeraWulf has a zero-tolerance policy toward bribery and corruption. Any form of bribery in connection with TeraWulf's business by our Suppliers is unacceptable. TeraWulf is committed to upholding the requirements of the FCPA, the UK Bribery Act, the OECD Guidelines, and other international anti-corruption laws and standards. and local laws.

1.5 **Anti-Money Laundering**

Suppliers must comply with laws and regulations related to anti-money laundering and counter-terrorism financing. Suppliers must provide TeraWulf with all information, including but not limited to, information related to Supplier's ownership, as reasonably requested by TeraWulf to enable it to assess money laundering risk.

1.6 **Sanctions, Export and Trade Control Compliance**

Suppliers must comply with sanctions, export and trade control-related requirements as governed by applicable laws and regulations. As a US-headquartered business, TeraWulf expects Suppliers to comply with sanctions administered by the United Nations, the United States (including the Office of Foreign Asset Control - OFAC), the European Union, the United Kingdom and the location of the Supplier. TeraWulf is committed to complying with restrictions that apply to its business including, but not limited to, sanctions that prohibit TeraWulf from:

- Operating in certain countries or locations;
- Doing business with sanctioned entities or individuals (or entities owned or controlled by such individuals); and
- Extending credit or facilitating certain types of credit or equity financing to sanctioned individuals or entities.

1.7 Confidentiality

Suppliers may not use, disclose, or retain confidential or proprietary information about TeraWulf, or third parties obtained in the course of their business dealings with TeraWulf beyond the terms and conditions stated in Supplier's contract with TeraWulf. Any unpermitted disclosure of TeraWulf or third-party information, or concerns that the security of such information may have been compromised, must be reported to TeraWulf immediately.

Supplier shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, in the event that Supplier files a lawsuit for retaliation by TeraWulf for reporting a suspected violation of law, Supplier may disclose the trade secret to its attorney and use the trade secret information in the court proceeding, if Supplier: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

1.8 Intellectual Property

Suppliers shall respect intellectual property rights and safeguard customer information. The transfer of technology and know-how is to be done in a manner that protects intellectual property rights and in accordance with the most stringent information protection requirements under applicable agreements. Suppliers shall implement processes as well as procedures and exercise due diligence to detect and avoid counterfeit parts and avoid violating others' intellectual property rights.

1.9 Conflict Minerals

Suppliers are expected to adhere to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and its aim to end human rights abuses in the Democratic Republic of Congo or the adjoining countries (the "Covered Countries"). Suppliers shall not source tin, tantalum, tungsten or gold (the "Conflict Minerals") from the Covered Countries in a manner which directly or indirectly finances or benefits armed groups in the Covered Countries. Supplier will abide by all applicable laws and regulations related to Conflict Minerals and agrees to provide all necessary information requested by the Company concerning products supplied by the supplier to enable the Company to complete its reasonable country of origin inquiries and due diligence with respect to Conflict Minerals. Suppliers shall have policies and programs to reasonably ensure that their activities and/or the activities of their suppliers do not benefit perpetrators of human rights abuses in the Democratic Republic of the Congo or in adjoining countries.

2.0 ENVIRONMENT, HEALTH & SAFETY

2.1 Protection of the Environment

The Company is committed to conducting its business in a manner that protects the environment and human health, preserves resources and ensures sustainable development. TeraWulf is committed to accelerating the transition to zero-carbon energy and a zero-carbon economy.

Suppliers shall strive for continuous improvement in their operations and procurement practices to reduce environmental impacts throughout the product life cycle, such as reducing their carbon and water footprint and improving resource utilization.

TeraWulf expects Suppliers to adhere to applicable local laws concerning their products and services and in their management of energy, water, waste and hazardous materials. Suppliers may be required to demonstrate compliance with local legislation, regulations, by-laws and any applicable environmental-related guidelines. Suppliers must maintain all required permits and documentation and keep these available for inspection. Suppliers are strongly encouraged to improve disclosure and embedded management systems for:

- Reduced energy consumption
- Responsible use of water
- Safe handling and disposal of chemicals
- Improved management of waste, reduced air emissions and waste-water discharges
- Containment of spillages and other potential accidental discharges

Where goods are provided, Suppliers should strive to eliminate unnecessary packaging and have processes in place to safely recycle or reuse waste by-products. TeraWulf encourages Suppliers who have a negative impact on biodiversity to offset their impact.

2.2 Health and Safety

TeraWulf is committed to ensuring a healthy working environment and safe working conditions. Suppliers are expected to protect the health and safety of their workforce. Suppliers must ensure that employees have the right to refuse unsafe work and to report unhealthy working conditions, without fear of reprisal. Suppliers are expected to maintain all health and safety-related documentation, including permits, licenses and other records as required by law. Site-based contractors shall ensure that all materials and chemicals brought onto a TeraWulf site will have an up-to-date safety data sheet and be in original labeled containers, or clearly marked with handling, use and disposal instructions.

2.3 Emergency Preparedness

Suppliers are critical to TeraWulf's operations stability. To ensure the security of employees, operations, and security of TeraWulf's supply in times of natural events, major catastrophes and other unforeseen events, Suppliers must provide documents outlining their organization's emergency preparedness and business recovery plans.

3.0 LABOR / HUMAN RIGHTS / MODERN SLAVERY

3.1 Human Rights

TeraWulf is committed to respecting human rights globally. The Company values and supports the dignity of human rights of all people and expects the same commitment from Suppliers.

Supplier's workplace shall be free of discrimination, harassment and abuse with zero tolerance for physical, verbal, sexual or psychological harassment, bullying, abuse or threats. Additionally, suppliers must not use monetary fines as a disciplinary practice. All Suppliers should have a whistleblower channel in place with clear communication with their employees that there is no retribution for speaking up.

All Suppliers must conduct their operations in a manner consistent with the United Nations Universal Declaration of Human Rights and the International Labor Organization's core labor rights.

3.2 Labor and Human Rights

Suppliers shall ensure that all employees, including contract workers, are working of their own free will. Suppliers will not be involved in human trafficking or use any form of modern slave, forced, bonded, indentured or prison labor. The Supplier undertakes, warrants and represents that neither the Supplier nor any of its officers, employees, agents, sub-contractors have: (a) committed an offence under any Applicable Laws relating to the prevention of slavery ("Anti-slavery Laws"); (b) comply with the Customer's or its end customers Ethical Code of Conduct; (c) not engage in any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended), (b) forced or compulsory labor (as defined by the International Labor Organization's Forced Labor Convention 1930 (No. 29) and Protocol), (c) human trafficking or (d) the arrangement or facilitation of the travel of another person with a view to that person being exploited ("Modern Slavery Practice"); (d) not do or omit to do any act or thing which constitutes an offence under any and all Applicable Laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labor and/or anti-human trafficking, including the Modern Slavery Act 2015 ("Anti-Slavery Laws"); (e) not knowingly employ or engage in any practices that constitute an offence under Anti-Slavery Laws; and (f) not do or omit to do any act or thing which causes any Service Recipient to be in breach of and/or to commit an offence under any Anti-Slavery Laws.

3.3 Prevention of Underage Labor

TeraWulf is committed to the elimination of the "worst forms of child labor," as defined by the International Labor Organization (ILO) Convention 138 & 182 for its supply chain. Suppliers must respect the rights of the child as stated in the Convention on the Rights of Child, and will not engage in, or allow, child labor, within their facilities or in those of their suppliers. Suppliers must comply with all labor laws and employ only workers who meet the applicable minimum age and other requirements in the jurisdiction for the services performed or goods manufactured.

3.4 Working Hours

Suppliers should comply with local laws and regulations with respect to working hours, overtime and days of rest. In the absence of local laws or collective agreements, a workweek should be restricted to 60 hours, including overtime, and at least one day off every 7 days except in emergencies or unusual situations. Working hours, inclusive of overtime, shall not exceed 12 hours in any 24-hour period.

3.5 Wages and Benefits

Supplier will pay its employees at least the minimum wage for work performed, respecting the statutory minimum wage set in the country in which it operates. Suppliers will provide any benefits required by law and/or contracts with employees. Suppliers must meet all legal requirements relating to wages and benefits, paying accurately and in a timely manner. All use of temporary and outsourced labor will be within the limits of local law.

3.6 Communication of Workers' Rights

Suppliers must communicate to all workers and supervisors the protections and benefits afforded to them by applicable law and this Supplier Code.

3.7 Freedom of Association and Collective Bargaining

Suppliers shall recognize and respect the rights of workers to exercise lawful rights of free association, including joining or not joining any association. Suppliers must also respect the legal right of workers to bargain collectively.

3.8 Privacy and Personal Information

TeraWulf limits the collection of personal information to that which is necessary for business, legal, safety, security or contractual purposes and collection of such personal information is to be conducted by fair and lawful means. Supplier shall comply with all applicable laws and regulations that apply to the collection, use, distribution, destruction, and other processing of personal data (i.e., any data about an identified or identifiable individual). Suppliers must disclose all jurisdictions in which they intend to process data on behalf of TeraWulf and provide all information requested by TeraWulf to access the transfer of personal data to such locations.

3.9 Racism and Discrimination

Employment (hiring, salary, benefits, promotion, training, discipline, termination, retirement, or any other terms and conditions of employment) must be based on merit and ability to perform the job requirements, not on characteristics such as race, creed, color, religion, sex, age, national origin, disabilities, veteran status, marital status, sexual orientation, gender, gender identity or expression, military status or any other characteristic protected by applicable law, including, but not limited to, US federal law.

4.0 CONFLICT OF INTEREST / ETHICS

4.1 Conflict of Interest

Suppliers must avoid actual or apparent conflicts of interest and should make sound business decisions in the best interest of TeraWulf, undistorted by personal interests. A conflict of interest may exist where a Supplier's private interest or personal activity or relationship interferes with

the duties performed at, or owed to, TeraWulf. If Supplier's objectivity or ability to make an impartial business decision appears compromised, Supplier should immediately disclose it to TeraWulf's representative.

4.2 Ethics

TeraWulf's *Code of Ethics*, which can be accessed on the Company's website (www.terawulf.com), sets forth the ethical and legal standards of business conduct expected from all TeraWulf directors, officers and full-time and part-time or temporary employees, as well as anyone else acting on behalf of TeraWulf. As a Supplier to TeraWulf, it is essential that your employees are advised of the contents of this Code.

5.0 SUPPLIER'S CERTIFICATION OF COMPLIANCE

Supplier confirms by the signature of the person authorized to execute the AGREEMENT TO COMPLY WITH TERAWULF'S SUPPLIER CODE OF BUSINESS CONDUCT AND ETHICS on its behalf, that Supplier has received, read, understood and will comply with the Code. This Code supplements, but does not supersede, any and all rights maintained by TeraWulf under any contract or purchase order with Supplier.

Please direct any additional questions about this Code, to your designated TeraWulf procurement representative or email the TeraWulf General Counsel's Office at legal@terawulf.com



TERAWULF

**AGREEMENT TO COMPLY WITH
TERAWULF'S SUPPLIER CODE OF BUSINESS
CONDUCT & ETHICS**

Supplier: _____

Location: _____

Department: _____

I, the undersigned, hereby acknowledge having received, read and understood the copy of *TeraWulf's Supplier Code of Business Conduct and Ethics for Suppliers* of TeraWulf Inc. and its subsidiaries and affiliates, and I hereby undertake to comply with its provisions, promote the goals, measures, objectives and principles set forth therein and take all necessary steps to ensure its application in our work environment.

Finally, I agree that I have the responsibility to speak to the person I am doing business with at the Company or TeraWulf's Supply Chain, should I have any concerns about a possible violation of *TeraWulf's Supplier Code of Business Conduct and Ethics for Suppliers*.

Signature

Date

By: _____

Name:

Title: