



SUPPLIER CODE OF BUSINESS CONDUCT AND ETHICS

Effective as of February 20, 2025¹

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 are expected to, 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 in the jurisdictions in which they operate. 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 available in law or in equity for such violation.

Acknowledgement of the Code, through the execution of an Agreement to Comply with TeraWulf’s Supplier Code of Business Conduct and Ethics, is a prerequisite for TeraWulf’s contracts for supply. Suppliers commit that their operations are subject to the provisions contained in this Code. The standards of the Code are in addition to, and not in lieu of, provisions of any legal agreement or contract between Suppliers and TeraWulf.

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 Code is in addition to, and does not reduce or supersede, any contractual obligations between TeraWulf and its Suppliers.

¹ This Code is subject to updating and modification at TeraWulf’s sole discretion.

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 facilitate tax evasion by others. Specifically, the Company expects its Suppliers to have contracts, policies, systems, and/or procedures in place to ensure compliance.

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, directives, and/or regulations that govern operations in the countries in which they do business, such as 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 the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions (the "OECD Agreement") and applicable local laws enacted under the United Nations Convention Against Corruption related to any services to TeraWulf. Suppliers shall not offer or pay bribes, kickbacks, or other similar payments to any person, organization or government official to secure improper business advantages. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a permit or customs clearance, even in locations where such activity may not violate local law. TeraWulf has a zero-tolerance policy toward bribery and corruption. We expect our Suppliers to exert due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the hiring of agents and representatives. 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 CFPOA, the United Kingdom Bribery Act, the OECD Agreement, 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.

All or any instances of the Supplier, any of its affiliates or any of their directors, officers or employees appearing on an individual, organizational or country sanction list must be reported promptly to TeraWulf for consideration prior to entering into and during any business transaction.

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.

1.8 Intellectual Property

Suppliers must comply with all laws and regulations, as well as any contractual provisions between TeraWulf and the Supplier, that protect the intellectual property rights of TeraWulf and its customers across all jurisdictions in which TeraWulf operates.. Suppliers shall implement processes as well as procedures and exercise due diligence to detect and avoid counterfeit materials 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. Suppliers will abide by all applicable laws and regulations related to Conflict Minerals and agree to provide all necessary information requested by the Company concerning products supplied by the Suppliers 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 Suppliers 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 shall be prepared for emergency situations. This includes worker notification and evacuation procedures, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, and adequate exit facilities. The Supplier shall regularly train employees on emergency planning, responsiveness as well as medical care.

3.0 LABOR/HUMAN RIGHTS/MODERN SLAVERY

3.1 Human Rights

In accordance with the Company's Human Rights Policy, 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.

Suppliers must conduct their operations in a socially responsible, nondiscriminatory manner and in full compliance with all applicable laws. Suppliers must respect the human rights of workers and treat them with dignity and respect. 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.

3.2 Labor and Human Rights

Suppliers shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, or unreasonable restrictions on entering or exiting Company-provided facilities. Suppliers shall not traffic persons or use any form of slave, forced, bonded, indentured, or prison labor. This includes the transportation, harboring, recruitment, transfer, or receipt of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation. All work must be voluntary, and workers shall be free to leave work or terminate their employment with reasonable notice. Workers must not be required to surrender any government issued

identification, passports, or work permits as a condition of employment. Suppliers shall ensure that third-party agencies providing workers are compliant with the provisions of this Code and the laws of the sending and receiving countries, whichever is more stringent in its protection of workers. Suppliers shall ensure that contracts for both direct and contract workers clearly convey the conditions of employment in a language understood by the worker

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. The use of child labor by the Supplier is strictly prohibited, in line with ILO Convention 138 on the Minimum Age, and Convention 182 on the Elimination of the Worst Forms of Child Labor. The ILO Convention 138 on the Minimum Age indicates that no child below 15 years (or 14 in certain developing countries) is allowed to work, subject to exceptions allowed by the ILO or national law. If the Supplier employs young workers, it must demonstrate that the employment of young people does not expose them to undue physical risks that can harm physical, mental or emotional development. Suppliers must comply with all labor laws and employ only workers who meet the applicable minimum age and other requirements in the jurisdiction in which the services are performed or materials are 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 six days except in emergencies or unusual situations.

3.5 Wages and Benefits

Supplier’s employees must be provided with wages and benefits that, at a minimum, comply with national laws or industry standards whichever is higher, as well as binding collective agreements, including those pertaining to overtime work and other premium pay arrangements. Suppliers must meet all legal requirements relating to wages and benefits, paying accurately and in a timely manner. In any event, wages should always be enough to meet basic needs for employees, and their entitled official dependents, and to provide some discretionary income. The Supplier must not apply disciplinary or any other forms of deductions from pay neither apply any forms of discrimination in employment and remuneration practices. Suppliers will provide all benefits required by law and/or contracts with employees. 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 its employees the protections and benefits afforded to them by applicable law and this 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).

3.9 Employment Practices

Suppliers shall only employ workers who are legally authorized to work and are responsible for validating employees' eligibility to work through appropriate documentation. All work shall be voluntary, and workers shall be free to leave work or terminate their employment upon reasonable notice. To every extent possible work performed must be on the basis of recognized employment relationship established through national law and practice. Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labor-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment. 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, U.S. federal law.

4.0 CONFLICT OF INTEREST / ETHICS

4.1 Conflicts 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 promptly disclose it to TeraWulf.

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.