

Supplier Code of Conduct

Effective Date: March 1, 2023

1. Introduction and Use.

This Supplier Code of Conduct (“Code”) is to detail requirements and expectations for all entities, persons, companies, and individuals that provide materials, goods, or services (“Supplier” or “Suppliers”) to Rowan Green Data LLC and/or its affiliates (“Rowan”). Supplier is deemed to have accepted the terms of this Code upon the earlier of (i) Supplier’s performance of any services or the provision of any goods or materials for or on behalf of Rowan; or (ii) the incorporation by reference of this Code into the applicable agreement between Rowan and Supplier. This Code and its terms are in addition to, and do not supersede or amend any contract or other agreement(s) between Rowan and Supplier. Further, this Code does not create or impute any obligations on Rowan or its affiliates.

2. Terms.

2.1 **Confidentiality, Cybersecurity and Data Protection.** Supplier shall protect the Confidential Information of Rowan and its affiliates from unauthorized disclosure, access, alteration, or dissemination. Supplier shall (i) not disclose Confidential Information to a third-party, (ii) assume all information from Rowan is Confidential Information unless otherwise stated; and (iii) only disclose Confidential Information to personnel that need to know such information in performance of employment. “Confidential Information” shall mean all such information relating to Rowan, Supplier’s relationship with Rowan, any contracts between Supplier and Rowan and Supplier’s performance of work for or on behalf of Rowan. Confidential Information shall not include any information disclosed by Rowan if such information (a) is or becomes generally available to the public other than because of disclosure by Rowan; (b) was available on a non-confidential basis prior to its disclosure to Supplier; (c) was independently developed by the Supplier, without reference to the Confidential Information. The obligations in this Section 2.1 shall survive the termination of any relationship between Supplier and Rowan.

2.1.1 Supplier shall (i) comply with applicable privacy and information security laws pertaining to data; (ii) employ all cybersecurity measures required to manage a cyber threat; and (iii) provide Rowan with notice of any data breach or other incident that could affect Rowan; and (iv) cooperate with Rowan in connection to its investigation of any data breach or incident.

2.1.2 Supplier shall cooperate with any subpoena or legal proceeding (issued to Supplier or Rowan) related to or in connection with Confidential Information or any of Rowan’s data. Supplier shall not speak or act on Rowan’s behalf and shall provide Rowan with prompt written notice if a government authority contacts Supplier in connection with Rowan or any services or goods provided to Rowan (including for any document request or audit).

2.2 **Restricted Parties and Sanctions.** Supplier shall not directly or indirectly engage, in connection with or related to its relationship with Rowan, with the following: (i) a Restricted Person listed on Blocked List or any person that could become a Restricted Person, any person that breaches, avoids or evades any applicable Sanction, or any person who has received written notice of any action, proceeding, suite or investigation by any authority issuing or with ability to issue Sanctions regarding any Sanctions against such person; (ii) procurement, sourcing, trade activities and/or any involvement in the supply chain of goods or services from, or sourced from, Sanctioned

Country, organizations or persons; and/or (iii) any transaction or activity with or for the benefit of any Restricted Person. Supplier shall comply with all laws concerning Sanctions, including any such laws applicable to Rowan and/or including any local or regional sanctions in any applicable jurisdiction.

- 2.2.1 “Sanctioned Country” shall mean a country or territory which is subject to comprehensive country-wide, region-wide, or territory-wide Sanctions.
- 2.2.2 “Sanctions” shall mean any economic or financial sanctions or trade embargoes imposed, administered or enforced by government or regulatory agencies or other independent bodies, including but not limited to (i) the United Nations Security Council; (ii) the European Union; (iii) the United States of America, (iv) the United Kingdom or (v) the respective governmental institutions and agencies of any of the foregoing, including OFAC, United States of America Department of the Treasury, United States of America Department of State, United States of America Department of Commerce, United States Department of Justice and Her Majesty's Treasury, and including the Patriot Act, the International Emergency Economic Powers Act. 50 U. S. C. § § 1701 et seq, the Countering America's Adversaries Through Sanctions Act (“CAATSA”) and the Trading with the Enemy Act, 50 U. S. C. App. 1 et seq.
- 2.2.3 “Blocked List” shall mean “Specially Designated Nationals and Blocked Persons” list, the “Foreign Sanctions Evaders (FSE)” list and the “Sectorial Sanctions Identification” list publicly issued by OFAC, the “Consolidated List of Financial Sanctions Targets in the UK”, other lists published by OFAC, or any similar list issued or maintained and made public by any of the authorities issuing Sanctions, each as amended, supplemented, or substituted from time to time.
- 2.2.4 “Restricted Person” means a person or entity (and its affiliates, subsidiaries and parent company): (i) whose name is listed on, or is owned or controlled by a person whose name is listed on, or acting on behalf of a person whose name is listed on any Sanctions List; (ii) that is located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person incorporated under the laws of a Sanctioned Country; (iii) that is otherwise the target of any Sanctions; and/or (iv) names on the Treasury Department list of Specially Designated Nationals, the Commerce Department Denied Persons Entity, the State Department Debarred Parties List and/or the General Service Administration Excluded Parties List System.

2.3 **Safety, Labor, and Work.**

- 2.3.1 Supplier shall comply with all applicable health and safety laws, including but not limited to the Occupational Safety and Health Act of 1970 and the regulations and standards issued thereunder (“OSHA”). Supplier shall maintain a clean, safe, and drug-free workplace. Supplier shall comply with any safety manual provided by Rowan from time to time. Supplier shall require all drug testing required by applicable law and provide all paid safety training required by applicable law. Supplier's employees shall have all licenses and certifications mandated by applicable law to perform their work. To the extent Supplier is injured or harmed at a Rowan facility or property, Supplier shall provide Rowan with immediate written notice thereof.

- 2.3.2 Suppliers shall not use any forced, bonded, or indentured labor and shall not restrict worker's ability to move to and from the workplace and shall comply with all human rights laws. Supplier is prohibited from using child labor or engaging in behavior that amounts to slavery or servitude, employ, engage, or otherwise use forced, involuntary or compulsory labor, trafficked labor. Supplier represents and warrants that any goods provided by Supplier (or its suppliers) are not manufactured and the material or components thereof are not manufactured, sourced, assembled, or produced by or from forced or indentured labor or facilities employing forced or indentured labor, including but not limited any goods (or their components) manufactured, assembled, produced and/or sourced from Xinjiang Uyghur Autonomous Region (XUAR). Supplier shall implement procedures to identify, prevent, mitigate, and account for modern slavery and other human rights impacts in its operations and supply chains and shall keep records in connection with the foregoing.
- 2.3.3 Supplier shall comply with applicable labor, employment and immigration laws including but not limited to federal, state, and local laws, rules and regulations and executive orders that are now or will become applicable to Supplier. Supplier shall ensure all workers must meet the minimum age for employment under applicable law. Supplier shall provide wages, working conditions and benefits in accordance with applicable law and by considering comparable wages and benefits paid and working conditions in the region in which the work is performed. Supplier shall mandate its employees only work for a duration as permitted under applicable law and ensure its employees are compensated for any work and overtime in accordance with applicable law. Supplier shall provide any training required by law for workers. Suppliers shall comply with the United Nations Guiding Principles on Business and Human Rights and Global Compact, as well as the International Labor Organizations (ILO) fundamental conventions, to the extent applicable.
- 2.3.4 Supplier shall respect and abide by its employees right to associate, self-organize, form, join or assist labor organizations, along with the right to bargain collectively through representatives of their choosing regarding wages, hours and working conditions or to refrain from engaging in such activities. Supplier may not take any adverse action or retaliate if workers participate in collective bargaining, freedom of speech or association or raise any issues regarding the same to Supplier.
- 2.4 **Ethics, Anti-Bribery and Corruption.** Supplier shall comply with applicable law regarding bribery and the prevention thereof, fraud, corruption, kickbacks, insider trading, tax evasion or comparable or related activities, including but not limited to the U.S. Foreign Corrupt Practices Act (15 U.S.C. § § 78dd-1, et seq.). Supplier shall protect the personal information of all parties with which they do business and/or engage and act in a manner to protect and respect intellectual property rights. Supplier shall comply with any conflict-of-interest policy or guidelines disseminated by Rowan and avoid all appearances or perception of conflict of interest in Supplier's work and organizations. Supplier shall report and identify any situation or facts that is or could create or lead to an actual or perceived conflict of interest. A conflict of interest can include competing professional and/or personal interests. Supplier shall maintain a policy reasonably confirming that cobalt, tin, tungsten and gold and tantalum in products that Supplier

manufacturers (to the extent applicable) do not benefit armed groups in or near the Democratic Republic of Congo that commit human rights abuses. Upon Rowan's request, Supplier shall provide due diligence materials in connection with the foregoing obligation.

2.5 **Environmental.** Supplier shall (i) comply with all applicable environmental laws. Supplier shall use reasonable efforts to improve reduction of waste, carbon emissions, and water and natural resources consumption; and (ii) track and seek to improve energy efficiency, energy consumption and reduce greenhouse gas emissions. Supplier shall comply with environmental requirements provided by Rowan to Supplier in writing. Supplier shall, to the extent required by law or commercially feasible and reasonable, monitor, treat and reduce hazardous air emissions, wastewater and waste generated from its operations.

2.6 **Diversity and Inclusion.** Supplier shall not discriminate based on any characteristic protected by applicable law including race, age, sex, gender, color, gender identity, gender expression, genetic information, sexual orientation, marital status, national origin, ethnicity, social class, disability, medical condition, religion, union membership, political affiliate, pregnancy, veteran status, or body art and shall comply with all applicable discrimination laws. Supplier shall comply with applicable law regarding pregnancy and related employment, including the Pregnancy Discrimination Act (PDA) and Family and Medical Leave Act (FMLA). Supplier shall (i) promote diversity in its workplace and its business, including any recruitment, retention, and promotional plans; (ii) shall not threaten, or subject workers to any type of abuse (verbal, physical or psychological) or sexual harassment; (iii) maintain anti-harassment and anti-discrimination policies; and (iv) provide a workplace free of abuse and harassment and an internal reporting system in connection therewith.

3. **Compliance**

3.1 Supplier shall implement a process to monitor Code compliance and shall deliver prompt written notice to Rowan in the event of any breach or suspected breach of the Code, including actions Supplier will take to address such breach and prevent future breach. Supplier shall then address any breach or alleged breach and implement steps and procedures to remediate any breach. Rowan will carry out any investigation of the Supplier's written notice promptly and in a confidential manner to the extent possible. For the avoidance of doubt, nothing in this Code is to be interpreted or applied in any way that prohibits, restricts or interferes with an individual's (i) exercise of rights provided under or participation in, "whistleblower" programs of any applicable regulatory agency or governmental entity; or (ii) good faith reporting of possible violations of applicable law to any such regulatory agency or governmental entity, including cooperation in any governmental investigation regarding possible violations of applicable law.

3.2 Supplier shall (i) require its subcontractors and/or suppliers to comply with the Code; (ii) monitor their compliance with the Code; and (iii) take reasonable measures to remedy any breach (or potential breach) of the Code and give Rowan prompt written notice thereof. Rowan reserves the right to use the Code in connection with supplier selection and evaluation and its contract management process.

- 3.3 Rowan hereby reserves the right, in its sole discretion and at any time, to investigate and verify Supplier's compliance with the Code, including but not limited to conducting due diligence and/or an audit of applicable records, and the performance of risk assessments. Supplier agrees to comply and cooperate with such investigation and provide any documentation requested by Rowan in connection with such investigation and verification. Requested documentation may include but is not limited to payroll records, all records in connection with services performed for Rowan, financial data, correspondence, operating data, and personnel information.
- 3.4 Rowan reserves the right, in its sole discretion and at any time, to audit Supplier, Supplier's personnel and/or workplace to ensure compliance with the Code upon prior written notice to Supplier. Supplier agrees to participate in such audit and provide documentation and personnel upon request. If a violation of the Code is discovered, Rowan shall give Supplier notice thereof and determine the appropriate penalties and recourse. Supplier's failure to cooperate with the audit and with the provisions set forth herein may also constitute a violation of this Code.
- 3.5 Rowan may establish corrective action plans in the event Supplier does not meet the Code requirements and monitor future adherence to the Code. Further, Rowan may terminate the Rowan/Supplier relationship and seek other action, including but not limited to any remedy under law or in equity, and/or appropriate penalties upon violation of the Code by Supplier. Such penalties can include but are not limited to reduction in scope, hours, project and/or termination of the underlying Rowan/Supplier contract. Rowan's failure to invoke or apply any remedy hereunder shall not be deemed as a waiver of Rowan's right to do so or any other Rowan right hereunder or under applicable law or any existing Rowan contract or policy.
- 3.6 Whenever possible, each provision of this Code shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Code is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Code, and the remainder of the Code shall remain valid, legal and enforceable in accordance with its terms.