

Supplier Code of Conduct

**Date of last
review/update:**

November 2025



CoreWeave Supplier Spirit & Code of Conduct

At CoreWeave, we have set the highest possible standards for the way we conduct business, and we expect that all of our Suppliers will lawfully conduct their business with the same standards of integrity and ethical behavior.

This CoreWeave Supplier Code of Conduct (“SCOC”), while not exhaustive, establishes a guideline of expectations, including ethical business practices and regulatory compliance, that we expect our Suppliers to meet. Suppliers must take reasonable measures to ensure that they themselves, their suppliers and any sub-contractors act in accordance with this SCOC. It is expected that the appropriate personnel and teams are trained on these expectations annually.

1. COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT

CoreWeave's suppliers, agents, and subcontractors (“Suppliers”) must follow the CoreWeave Supplier Code of Conduct (SCOC). This includes complying with all applicable laws and regulations and implementing the SCOC in their operations and supply chains. Suppliers must promptly report any violation of the SCOC to CoreWeave. CoreWeave may conduct audits or inspections to ensure compliance with this SCOC and all CoreWeave policies posted on CoreWeave’s website (as supplemented or amended from time to time). Suppliers that violate the SCOC or any CoreWeave policies risk being placed on an improvement plan or termination of their business relationship with CoreWeave. Suppliers must also provide information and documentation to support supply chain due diligence when requested by CoreWeave.

2. LEGAL AND REGULATORY COMPLIANCE PRACTICES

Suppliers are required to conduct their business activities and act in full compliance with all applicable laws and regulations. Where applicable, Suppliers must comply with relevant US and international laws, such as those related to international trade (including export controls, sanctions and reporting obligations), data protection and data transfer rules, and anti-trust competition laws. In addition, Suppliers meet the following requirements:

- A. **Trade:** Suppliers must comply with all laws and regulations applicable to the import or export of the Items, including but not limited to trade laws and sanctions regulations. Suppliers will not provide controlled technologies, products, or technical data to CoreWeave, without prior agreement from CoreWeave and without providing notice of such controls as necessary for CoreWeave to maintain compliance with applicable laws.
- B. **Antitrust:** Suppliers must conduct business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which they conduct business.

- C. **Anti-Bribery and Corruption:** Suppliers must not, directly or through others, offer, give or accept any form of payment or incentive to gain an improper business advantage. Suppliers must not engage in bribery (including facilitations payments), kickbacks, money laundering, or any other form of corruption. Suppliers must, as applicable, conduct business in full compliance with the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, applicable anti-corruption and anti-money laundering laws in the jurisdictions in which Suppliers operate, and ensure adherence to sanctions and restrictions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including avoiding engagement with parties listed on the OFAC sanctions lists. Suppliers shall not take any actions to violate, or cause business partners to violate, any applicable anti-bribery and anti-corruption laws.

Suppliers must comply with anti-corruption and anti-money laundering laws, including laws on lobbying, donations, hiring, and payments to public officials, and prohibit bribery, corruption, extortion, and embezzlement. They are not allowed to offer or pay anything of value to government officials or other parties to improperly influence any act or decision. "Government official" includes employees of government entities; private individuals acting on behalf of a government entity; officers and employees of government-owned companies; and close relatives of any of the above. Suppliers must report any unethical behavior, bribery, or kickbacks by their personnel, representatives, or partners.

3. BUSINESS PRACTICES AND ETHICS

All CoreWeave Suppliers must conduct business interactions and activities with integrity and trust, including without limitation:

- A. **Business Information Reporting:** All business information and reporting activities are to be conducted honestly and accurately and comply with all applicable laws regarding their completion and accuracy.
- B. **Responsible Sourcing of Minerals:** Suppliers shall exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold, and cobalt in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework.
- C. **Communication:** Be honest, direct, and truthful in discussions, including those with regulatory agency representatives and government officials.
- D. **Press:** Never speak to the press about CoreWeave unless so directed by an authorized

representative of CoreWeave.

- E. **Publicity:** Suppliers will not issue press releases or other publicity related to their relationship or agreements with CoreWeave without prior written approval.
- F. **Conflicts of Interest.** CoreWeave expects all Suppliers to avoid both real and perceived conflicts of interest in any interaction or transaction involving CoreWeave. While it is not possible to define every scenario that could represent a conflict of interest or unethical business conduct, Suppliers must exercise sound judgment and act transparently. If a situation arises where a potential conflict exists, CoreWeave expects the Supplier to proactively disclose the matter to their CoreWeave point of contact for review and guidance. Examples of activities that may constitute improper conduct or unacceptable ethics include, but are not limited to:
 - 1. Engaging in business activities with CoreWeave while also being employed by, or representing, a competing or directly affiliated Supplier.
 - 2. Conducting CoreWeave-related business with a firm in which the Supplier, or a close relative of a Supplier representative, holds substantial ownership or financial interest.
 - 3. Participating in the management of a firm from which CoreWeave procures goods or services while having influence over CoreWeave's purchasing decisions.
 - 4. Borrowing or lending money—outside of recognized financial institutions—between Supplier personnel and CoreWeave employees.
 - 5. Offering substantial gifts, excessive hospitality, meals or entertainment to CoreWeave employees that may be intended to influence a business decision. (Anything above \$250 USD of value)
 - 6. Trading, speculating, or profiting from insider knowledge about materials, equipment, or services related to CoreWeave operations.
 - 7. Sharing confidential CoreWeave information in civic, professional, or public forums without written authorization.
 - 8. Misusing or disclosing privileged or proprietary information related to CoreWeave.
 - 9. Leveraging the Supplier's relationship with CoreWeave for personal gain or to influence unrelated third-party decisions.
 - 10. Engaging in any business practices that violate antitrust, anti-bribery, intellectual property, anti-discrimination, campaign finance, or other applicable laws.
- G. **Engaging Subcontractors:** CoreWeave expects all Suppliers to obtain written consent from CoreWeave prior to engaging a subcontractor to fulfill Supplier's obligations to CoreWeave.

- H. **Respect and Professionalism.** In our business partnerships, we prioritize mutual respect and professionalism with our Suppliers. We believe in fostering collaborative and transparent relationships built on trust and integrity. We expect all our Suppliers to uphold these values, treating our employees and each other with dignity, fairness, and professionalism at all times.

4. HUMAN RIGHTS AND FAIR LABOR PRACTICES

CoreWeave maintains a zero-tolerance approach to forced labor, modern slavery and child labor. CoreWeave expects its Suppliers to (1) comply fully with all employment laws, (2) share its commitment to respect all human rights and to provide equal opportunity in the workplace as set forth in the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the UN Global Compact Principles and the International Labour Office (ILO) Core Labor Standards, and (3) take effective measures to remedy any adverse human rights and fair labor impacts, including the disclosure of any and all potential violations and cooperating fully in subsequent investigations into such violations.

All CoreWeave Suppliers must, without limitation:

- A. **Not discriminate and not harass.** All conditions of employment must be based on an individual's ability to do the job, not on the basis of personal characteristics or belief. Suppliers must not discriminate in hiring and employment practices based on race, color, gender, gender identity or expression, religion, age, nationality, sexual orientation, social or ethnic origin, disability, pregnancy, political affiliation, veteran status, union membership or marital status. Suppliers must ensure a workplace free of harassment, discrimination, and retaliation, and respect the rights of all demographic groups, including, but not limited to, women and migrant workers. They should provide equal opportunity, reasonable accommodation, and not engage in discrimination based on various protected characteristics. Suppliers should not require medical tests except where required by law or for workplace safety, and they must accommodate disabilities to the extent required by law.
- B. **Prohibit the use of child labor.** CoreWeave strictly prohibits the use of child labor in its supply chain and requires Suppliers to follow international standards and local legal requirements. No one under the age of 15 or legal minimum working age should be employed, and Suppliers must have a remediation plan in place in the event of any child labor found. CoreWeave supports legal youth employment but prohibits fraudulent or deceptive use of apprenticeship programs. Workers under the age of 18 should not perform work that may jeopardize their health or safety.
- C. **Prohibit the use of Forced Labor, Prison Labor and Trafficking in Persons.** Suppliers must not use forced labor (including bonded, indentured and involuntary prison labor), engage in human trafficking, or procure commercial sex acts. They must have a voluntary labor compliance plan in place that includes training to identify and prevent forced labor and

other forms of slavery. Suppliers must also inform their personnel about policies and programs related to preventing such practices and provide remediation in case of any violations. They are also required to ensure their suppliers also have appropriate policies and processes in place.

- D. **Ensure workers have access to identity-related and personal documents.** Suppliers and their agents are not allowed to keep workers' documents or require them to pay deposits. Workers should have access to their identity and immigration papers, and they should be free to leave their employment without facing any penalties.
- E. **Provide safe housing when the Supplier intends to provide accommodations.** If the Supplier will provide housing or hotel accommodations for employees working in the country where work will be performed, all accommodations provided must be in compliance with the host country's housing and safety standards.
- F. **Use appropriately trained recruiters to support compliance.** Suppliers must use recruiters and employment agencies that comply with international standards and local labor laws. They are not allowed to charge recruitment fees to workers, and if workers are found to have paid such fees, the Suppliers must reimburse them.
- G. **Make conditions of employment clear when hiring.** Suppliers must provide clear and accessible information regarding key terms and conditions of employment, including wages, location of work, living conditions, housing costs, any other costs to be charged, and hazards involved in the work. Contracts and handbooks must clearly convey the conditions of employment in a language understood by the worker and reflect applicable laws and regulations. The use of misleading or fraudulent practices during recruitment or employment is prohibited.
- H. **Provide written employment contracts or agreements when necessary.** Suppliers must provide a written employment contract or work document in a language that the employee understands, which includes details about work descriptions, wages, work locations, time off, and applicable laws and regulations that prohibit trafficking in persons. If the employee must relocate to perform the work, the document shall be provided at least five days prior to that relocation. Foreign migrant workers must receive the employment contract before departing from their home country, and the contract cannot be changed upon arrival unless it meets applicable laws or provides equal or better employment terms.
- I. **Provide fair compensation.** Suppliers must provide fair compensation and all legally-mandated benefits to all employees, including migrant workers, in accordance with applicable laws and standards, and ensure that their pay meets the legal minimum standards required by local law. Workers with disabilities must receive the full minimum wage rate as defined by Executive Order 13658. All employees and workers must receive a clear and understandable wage statement.

- J. **Treat employees with dignity and respect.** Suppliers must not engage in any harsh or inhumane treatment, including violence, gender-based violence, sexual or other harassment including psychological harassments or threats, sexual abuse, corporal punishment, mental or physical coercion, bullying, or public shaming.
- K. **Meet working hours and rest day requirements.** Suppliers are prohibited from requiring workers to work more than the maximum hours as set by international standards, including the International Labour Organization.
- L. **Provide effective grievance procedures and work in partnership with CoreWeave to remedy any identified human rights violations.** Suppliers are required to establish effective grievance procedures for employees to report workplace concerns, including harassment and discrimination, without fear of retaliation. These procedures should be culturally appropriate and may include anonymous reporting. Workers should be trained on these procedures and retaliation against workers for raising workplace concerns is strictly prohibited. Suppliers must work with CoreWeave to address any human rights violations and their associated impacts.

5. HEALTH AND SAFETY

CoreWeave Suppliers are required to develop and implement health and safety management practices in all aspects of their business. Without limitation, Suppliers must: (a) comply with all occupational health and safety laws and regulations, (b) provide a safe work environment, (c) establish an occupational health and safety management system, and (d) prohibit the use of illegal drugs. The occupational health and safety management system must include risk and hazard identification and assessment, incident recordkeeping, investigation, correction action, and continual improvement. CoreWeave may request compliance evidence.

6. MANUFACTURING

At CoreWeave, we recognize the intricate and varied supply chains of our Suppliers, which enable them to enhance their offerings and deliver greater value to their customers. We firmly believe that this diversity should ultimately benefit both customers and the broader world. Therefore, any alterations to manufacturing locations, components, or processes that may affect CoreWeave products should be communicated to us at least 90 days prior to implementation. This proactive notification ensures alignment and allows for appropriate adjustments to be made.

7. ENVIRONMENTAL PROTECTION AND COMPLIANCE

CoreWeave expects its Suppliers to comply with all environmental laws and regulations and act in an

environmentally and socially responsible manner and take measures to reduce carbon emissions, water consumption, and waste generation. CoreWeave may ask the Suppliers to provide data on permits, prevent waste, manage hazardous materials, and disclose greenhouse gas emissions data, including plans to reduce emissions. At a minimum, Suppliers must be in compliance with applicable laws and regulations, and who have the commitment as well as the ability to remediate any problems they may cause. Suppliers must also comply with CoreWeave's requirements for product labeling, material content, recycling, and disposal. At times CoreWeave may request reporting and certificates around the ESG goals and practices of a Supplier. This may include how they track and manage waste at their facilities as well as for deliveries to their customers. CoreWeave may make an annual request for reporting and certificates which will include how the Supplier tracks and manages emissions and waste.

8. PROTECTING INFORMATION

CoreWeave Suppliers must respect intellectual property rights. Suppliers must protect and not improperly disclose any confidential, sensitive and non-public information pertaining to CoreWeave, including but not limited to its employees, customers and suppliers, financial information and intellectual property. Suppliers must adhere to all applicable information security standards, policies, and controls, including standard Document Retention and Privacy and Security procedures, as applicable. Suppliers must comply with data protection and privacy laws and regulatory requirements when personal information is collected, stored, processed, transmitted and deleted. Suppliers must comply with any contractual requirements on information security and data protection and destruction, and report any data breach in accordance with applicable contracts and laws. All CoreWeave Suppliers must, without limitation, meet the following requirements:

- A. **Business Continuity:** The supplier for CoreWeave must have a documented emergency response and disaster recovery plan that includes procedures for dealing with natural disasters, resource constraints, system and facility outages, power outages, and telecommunication outages. The plan must be reviewed and tested annually to ensure compliance with industry standards and CoreWeave's requirements. This is to protect data, intellectual property, and ensure business continuity.
- B. **Physical and Intellectual Property:** Suppliers must use the physical and intellectual assets of CoreWeave in an appropriate manner, including but not limited to, respecting intellectual property rights, using CoreWeave-provided technology only for authorized purposes, prohibiting solicitation of CoreWeave employees, complying with intellectual property ownership rights, and considering all data provided by CoreWeave or contained on CoreWeave-owned equipment as property of CoreWeave.
- C. **Security:** Suppliers must work with a designated project owner to understand and comply with security standards and policies, address vulnerabilities immediately, and not share CoreWeave information or customer data without permission. They must maintain control over corporate and personal devices, keep software up to date, and report incidents involving customer data

promptly. Additionally, they must not bypass security controls or install unlicensed software on devices accessing CoreWeave data.

- D. **Privacy:** All suppliers are required to follow local privacy laws, provide clear privacy notices, honor privacy choices, protect data with secure products and services, and cooperate with CoreWeave's compliance efforts.
- E. **Retention of Corporate Records and Internal Business Information (all formats):** The requirements below apply to all formats of information assets, globally and enterprise wide.
 - a. Business records created, managed, or used on CoreWeave premises or equipment/tools must be kept for at least 5 years.
 - b. CoreWeave will own and control all information created, managed, or used outside of its premises and equipment/tools whether or not stated in the contract.
 - c. In certain cases, the Supplier may need to retain or provide data to CoreWeave for a specific time period or legal/audit matter.

9. ADDITIONAL STANDARDS FOR COREWEAVE ACCESS

- A. CoreWeave requires suppliers, contractors, sub-contractors, consultants, business guests, and partners to conduct background checks on personnel who need access to CoreWeave's network, email, SharePoint sites, platforms, or any other tool, site, or facility owned or leased by the company. These checks aim to ensure that the people accessing CoreWeave's facilities, equipment, networks, or systems do not pose undue safety or security risks. The company identifies the minimum background screening components that must be conducted for each country, such as identity checks, criminal record reviews, national criminal database searches, sex offender registry checks, and global sanctions reviews. Suppliers must ensure that the sub-contractors they use comply with these requirements. If a supplier becomes aware of criminal activity by their personnel or the personnel of any subcontractor, they must report it to CoreWeave Global Security within 24 hours. The supplier must indemnify CoreWeave Parties for any damages, penalties, and liabilities that may arise from its failure to conduct background checks.
- B. **USE OF COREWEAVE FACILITIES AND NETWORK:** Suppliers cannot use any CoreWeave facilities unless they have written consent from CoreWeave. When Supplier personnel require access to CoreWeave facilities or networks, they must sign applicable contracts. Suppliers and their employees must not use their location on CoreWeave's premises or network access to obtain unauthorized information or materials. If any injury or damage occurs on CoreWeave premises, the Supplier must promptly notify CoreWeave.

10. RAISING CONCERNS AND REPORTING QUESTIONABLE BEHAVIOR

Suppliers concerned about potential violations of this SCOC should email SCOC@coreweave.com.

11. ENFORCEMENT.

The contents of the SCOC are additional to, and do not impact, CoreWeave's rights and remedies under relevant contracts with any Supplier. The enforcement and interpretation of this SCOC rests solely with CoreWeave. This SCOC does not create an employment relationship or an employment contract, and is not intended to and does not create any obligations to or rights in any employee, client, shareholder or any other person or entity.