

Rehlko Supplier Code of Conduct

Purpose and Commitment

Discovery Energy, LLC, d/b/a Rehlko and its subsidiaries and affiliates (collectively, “Rehlko”) conduct business ethically, lawfully, and in a manner that respects human rights, protects the environment, and promotes fair and transparent markets. We expect the same from our Suppliers and their sub-tiers, consistent with internationally recognized standards, including those listed in Appendix A.

1. Scope.

- 1.1. Scope. This Rehlko Supplier Code of Conduct (“Code”) applies to all Rehlko suppliers, wherever they operate, and to all their owned/controlled facilities and subcontractors engaged in work for Rehlko (“Suppliers”). This Code forms part of Rehlko’s supplier selection and relationship management framework. Where incorporated by reference into a contract, this Code is contractually binding. In the event of conflict between this Code and a written agreement, the agreement shall control unless expressly stated otherwise.
- 1.2. Cascading. Suppliers must implement reasonable, risk-based measures to assess and monitor sub-supplier compliance, including contractual commitments, self-assessments, and audits where warranted.
- 1.3. Program Expectation. Suppliers shall maintain a compliance management system proportionate to risk (policies, controls, training, due diligence, monitoring, and reporting). Alignment to recognized frameworks (e.g., OECD due diligence for responsible business conduct) is strongly encouraged.

2. Legal Compliance.

Suppliers must comply with all applicable laws and regulations in the countries where they operate and where Rehlko products are made, sold, or serviced. Where this Code sets a higher standard than local law, Suppliers are expected to meet the higher standard unless prohibited by law.

3. Human and Labor Rights.

- 3.1. No Forced Labor or Human Trafficking. Absolutely no use of forced, bonded, indentured, prison, or slave labor; no human trafficking; no retention of identity documents; and no recruitment fees charged to workers.

- 3.2. Child Labor. No child labor. Suppliers' minimum working age must be the local legal age or 15 (whichever is greater), consistent with ILO Convention 138 and 182. No worker under the age of 18 shall perform hazardous work, consistent with ILO Convention 182.
- 3.3. Freely Chosen Employment and Movement. Workers may resign with reasonable notice; no coercion or restriction of movement.
- 3.4. Working Hours, Wages, and Benefits. Suppliers must comply with wage, hour, overtime, and social benefits laws; pay promptly and transparently.
- 3.5. Non-Discrimination and Equal Opportunity. Suppliers' employment decisions must be merit-based and free from unlawful discrimination.
- 3.6. Freedom of Association and Collective Bargaining. Suppliers must respect workers' lawful rights to organize, bargain collectively, or refrain from such activity.
- 3.7. Grievance Mechanisms and Non-Retaliation. Suppliers must provide confidential, accessible grievance channels and prohibit retaliation. Mechanisms should meet UNGP effectiveness criteria (legitimate, accessible, predictable, equitable, transparent, rights-compatible). Grievance mechanisms must permit anonymous reporting where lawful and protect confidentiality to the extent practicable.

4. Fair Competition.

Suppliers must observe antitrust and competition laws where they do business. Suppliers must not propose or participate in arrangements that restrict competition or Rehlko's ability to operate independently.

5. Health, Safety, and Product Quality.

- 5.1. Safe Workplaces and Accommodation. Suppliers must provide safe, hygienic work and (if applicable) living conditions, with appropriate PPE, training, and emergency plans. Where Suppliers provide worker accommodation, it must be safe, voluntary (where lawful), and compliant with applicable standards.
- 5.2. Quality Management. Suppliers must maintain a quality management system appropriate to the scope (e.g., ISO 9001) and cooperate with Rehlko on corrective actions, recalls, or nonconformances.

6. Environment, Climate, and Circularity.

- 6.1. Environmental Compliance. Suppliers must comply with environmental laws on emissions, discharges, waste, and chemicals; prevent pollution; and continuously

improve environmental performance, consistent with ISO 14001.

6.2. GHG Emissions and Stewardship. Upon request, and where relevant to the goods or services provided, Suppliers must quantify and manage greenhouse gas emissions using the GHG Protocol Corporate Standard; implement reduction programs and disclose data to Rehlko upon request.

6.3. Chemicals and Product Compliance. Suppliers must ensure products comply with applicable regulations, including EU REACH, RoHS, and WEEE (where relevant to product scope).

6.4. Waste and Hazardous Materials. Suppliers must manage hazardous waste responsibly and in accordance with the Basel Convention when involved in transboundary movement.

7. Responsible Sourcing of Minerals and High-Risk Materials.

7.1. Conflict-affected and High-risk areas (CAHRAs). Suppliers must conduct risk-based due diligence across their supply chain consistent with the OECD Due Diligence Guidance.

7.2. Legal Compliance. For suppliers within scope of U.S. securities laws: comply with Dodd-Frank §1502 and related SEC conflict minerals disclosure rules (3TG). For EU importers of 3TG: comply with EU Regulation 2017/821. Suppliers must support Rehlko's compliance efforts by providing accurate and timely information, regardless of whether the Supplier itself has a direct reporting obligation.

8. Business Integrity: Anti-Corruption, Gifts, and Conflicts.

8.1. Zero Tolerance for Corruption. Suppliers must prohibit bribery, kickbacks, embezzlement, or improper advantages—direct or indirect. Suppliers must maintain accurate books and records and comply with the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act and any anti-corruption laws in the jurisdictions in which they operate.

8.2. Gifts. Suppliers must use good judgment when extending business courtesies to ensure that any exchange of gifts, favors, or entertainment is proportionate or reasonably related to the business being conducted between the parties. Rehlko prohibits accepting or offering gifts, favors or entertainment that obligate or appear to obligate our employees, business partners or customers to act in any way contrary to the law.

8.3. Improper Payments. Suppliers must not seek to influence others, either directly or indirectly, by paying bribes or kickbacks or by any other measure that is unethical

or that would tarnish Rehlko's reputation for honesty and integrity. Even the appearance of such conduct must be avoided.

8.4. Conflicts of Interest. Suppliers must disclose actual or potential conflicts involving Rehlko employees or public officials.

8.5. Third-party Due Diligence. Suppliers must conduct risk-appropriate due diligence on agents, intermediaries, and customs brokers; include compliance obligations in contracts.

9. Trade Controls, Sanctions, and Antiboycott.

9.1. Export Controls. Suppliers must comply with all export, re-export, and transfer controls, including the U.S. Export Administration Regulations (EAR) and, where applicable, the International Traffic in Arms Regulations (ITAR). Suppliers must obtain licenses as required; screen destinations, end-uses, and end-users.

9.2. Sanctions. Suppliers must comply with U.S. OFAC and other applicable sanctions regimes; screen against relevant lists and observe prohibitions and licensing obligations.

9.3. Antiboycott. Suppliers must not participate in unsanctioned foreign boycotts and report boycott-related requests; maintain processes to detect and reject boycott conditions.

10. Data Protection, Cybersecurity, and Confidentiality.

10.1. Data Protection. Suppliers must process personal data lawfully and securely and in accordance with applicable laws (e.g., GDPR where applicable).

10.2. Cybersecurity Controls. Suppliers must implement risk-appropriate information-security controls aligned with NIST Cybersecurity Framework 2.0 or ISO/IEC 27001 (or equivalent), including incident response and breach notification to Rehlko without undue delay and in any event no later than 72 hours after discovery, where Rehlko data is impacted.

11. Product Compliance and Traceability.

11.1. Traceability. Upon request, Suppliers must disclose manufacturing sites, critical sub-suppliers, and countries of origin for components; promptly notify Rehlko before relocating production or adding sub-tier facilities.

11.2. Restricted Materials and Environmental Disclosures. Suppliers must provide documentation demonstrating compliance with applicable substance restrictions

and environmental disclosures (e.g., REACH SVHC, RoHS, WEEE).

- 11.3. Safety. Suppliers must ensure products meet all applicable safety standards and certification requirements in destination markets; cooperate in investigations, field actions, or recalls.

12. Accurate Records, Transparency, and Audits.

- 12.1. Books and Records. Suppliers must maintain complete and accurate records demonstrating compliance with this Code and applicable law; no falsification or misrepresentation.
- 12.2. Access and Audits. Rehlko or its designees may conduct announced or, where lawful and reasonable under the circumstances, unannounced site assessments, document reviews, and confidential worker interviews. Suppliers must cooperate and facilitate access.
- 12.3. Self-Monitoring. Suppliers must perform regular self-assessments and, when requested, provide certifications of compliance and evidence of corrective actions.

13. Reporting Concerns and Non-Retaliation.

- 13.1. Speak-up. Suppliers, their employees, and stakeholders may report concerns to the Rehlko Ethics & Compliance Hotline, available at [Rehlko Raise It Line](#). Nothing in this Code limits the right of any person to report concerns directly to regulators or law enforcement.
- 13.2. Non-retaliation. Retaliation against any person who reports a concern in good faith is strictly prohibited.

14. Non-Compliance, Corrective Action, and Consequences.

- 14.1. Notice and Remediation. Suppliers must promptly notify Rehlko if they identify or suspect violations of this Code and cooperate to address root causes via a Corrective Action Plan (CAP) with measurable milestones. Serious or repeated violations may result in suspension or termination, removal from approved vendor lists, and reporting to authorities where required.
- 14.2. Continuous improvement. Rehlko may require additional training, third-party assessments, or certifications when risk warrants.

Appendix A — Reference Standards and Guidance (non-exhaustive)

Conflict minerals & high-risk materials: OECD Due Diligence Guidance; Dodd-Frank §1502 (SEC rule); EU Conflict Minerals Regulation 2017/821.

Cybersecurity & privacy: NIST Cybersecurity Framework 2.0; ISO/IEC 27001.

Environment & climate: ISO 14001; Greenhouse Gas Protocol Corporate Standard; Basel Convention; EU REACH; RoHS; WEEE.

Ethics & anti-corruption: U.S. FCPA Resource Guide; UK Bribery Act guidance.

Human rights & labor: UN Guiding Principles on Business and Human Rights; ILO Core Conventions; OECD Guidelines for Multinational Enterprises; UN Global Compact Ten Principles.

Modern Slavery & Transparency: UK Modern Slavery Act; Australia Modern Slavery Act; California Transparency in Supply Chains Act.

Quality & safety: ISO 9001.

Trade & sanctions: EAR (BIS); ITAR (DDTC); OFAC Sanctions; U.S. Antiboycott Regulations (15 C.F.R. Part 760).