



# Supplier Principles of Business Conduct



*Revised January 2015*

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## **1. Supplier Principles of Business Conduct**

Centrus Energy Corp. and each of its affiliated companies (collectively “Centrus” or the “Company”) are committed to conducting their respective businesses within both the strict letter and the spirit of all applicable laws, rules, and regulations. We will vigorously enforce our policies and practices to protect employee safety, public health, the environment, and national security, and we are dedicated to providing a work environment in which employees are free to express concerns or report violations without fear of retaliation.

The Company expects all its Suppliers to share that commitment. The Centrus Supplier Principles of Business Conduct (“Supplier Principles”) sets forth the principles that the Company has adopted to promote ethical conduct. The Supplier Principles apply to contractors and other persons working for, or on behalf of, the Company (collectively, “Suppliers”), while performing such work for, or on behalf of, the Company.\*

## **2. Ethics**

Centrus believes in the highest ethical standards. Suppliers shall adhere to the following principles of ethics in their daily responsibilities:

- (a) Act with honesty and integrity;
- (b) Comply with applicable laws, rules and regulations of federal, state, and local governments, other governmental authorities, and applicable codes of professional conduct;
- (c) Provide applicable governmental authorities, and in compliance with their contract, provide the Company, timely, complete, and accurate information;
- (d) Act in good faith, responsibly, with due care, competence, and diligence, without misrepresenting material facts or allowing independent judgment to be subordinated;
- (e) Respect and protect the confidentiality of Company information acquired in the course of work, except when authorized or otherwise legally obligated to disclose it;
- (f) Proactively promote ethical behavior as a responsible partner with the Company in the work environment; and
- (g) Act responsibly in the use of, and control, over all Company assets and resources.

## **3. Freedom to Raise Concerns**

Suppliers are expected to establish and maintain a work environment in which employees and others performing work for the Company are free to raise concerns and report violations or

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\* Descriptions of legal obligations contained within the Supplier Principles are meant to provide guidance. Suppliers should not treat the Supplier Principles as a full and complete description of any law or regulation and the Supplier Principles should be not relied upon exclusively. Suppliers should make their own determinations as to the restrictions and requirements of any and all laws and regulations, and application of the law or regulation to it.

potential violations. In connection with performing work for the Company, Suppliers shall report, and shall encourage their employees and others performing work for the Company to report, to the Company (a) any actual or potential violation of applicable law or regulation; and (b) any other matter that could adversely affect worker safety, public safety, protection of the environment, or compliance with applicable laws or regulations. Suppliers are strongly encouraged, and shall encourage individuals with whom they work in connection with Company business, to raise with the Company any concerns they may have. When performing work on a Company site, Supplier shall inform its employees and others performing such work that they may raise concerns using the Company's Employee Concern Program.

Suppliers shall neither retaliate nor take any adverse action against anyone for raising and/or reporting any concern. If requested, Suppliers shall assist in any Company review, examination, or investigation of any concern, issue, actual or potential violation, and shall provide complete and accurate information to those conducting such review, examination, or investigation.

#### **4. Contract Performance**

Suppliers shall conduct all Company business activities in accordance with all applicable laws and regulations, including but not limited to, avoiding conflicts of interest and not soliciting or accepting bribes, kickbacks, or other items of value in the procurement process. Suppliers shall conduct all business activities with the Company in strict accordance with all contractual requirements.

#### **5. Conflicts of Interest and International Business**

Suppliers must adhere to all applicable laws and regulations in their relationships with former federal government employees, former military personnel, former members of Congress, and Congressional staff and employees that impose restrictions on the duties they may perform for the Company. Suppliers must conduct its business, and cooperate with the Company to avoid conducting its business, in a manner that avoids even the appearance of a conflict of interest.

Suppliers shall not place Company business with a competitor of the Company, offer Company employees employment with a Company competitor, and, unless specifically authorized by the Company in writing, place Company business with an organization owned or controlled by a Company employee or his or her family. Suppliers shall not seek favorable treatment in connection with work for the Company on the basis of furnishing or receiving gifts, entertainment, favors, hospitality, or other gratuities. The purchase and sale of supplies, materials, and services by Suppliers in connection with Company work must be accomplished in a manner that preserves the integrity of a procurement process based on quality and performance. Specifically:

- (a) Suppliers should refrain from giving or offering items to government employees in violation of the applicable government gift limitations imposed by U.S. federal, state, or local government departments or agencies.
- (b) Suppliers should refrain from giving or guaranteeing loans or making payments to federal, state, or local government employees.

- (c) Suppliers should refrain from entertaining employees of government agencies for reasons related to the Company's business. No expenditure for social entertainment of any government employee is reimbursable by the Company.
- (d) Suppliers should refrain from violating the letter or spirit of the Foreign Corrupt Practices Act (FCPA), which prohibits giving or offering anything of value, either directly or through agents, to foreign political officials, political parties or candidates for foreign political office for the purpose of improperly influencing an official decision. U.S. federal law also prohibits any action or agreement that supports the Arab boycott of Israel or any unsanctioned boycott of a country that is friendly to the United States. U.S. federal law also prohibits doing business with certain countries and the U.S. government maintains sanctions on certain persons and entities related to involvement in terrorism, narcotics trafficking, proliferation of weapons of mass destruction, or diamond trading. Suppliers must be familiar with these laws, must ensure that any proposed transaction complies with them, and should raise with the Company any inquiries or requests that could violate these laws.
- (e) Suppliers may furnish meals, refreshments or entertainment in connection with business discussions on behalf of the Company with non-government personnel as long as it does not violate the standards of conduct of the recipient's organization and are not lavish, extravagant, or frequent. Suppliers must use discretion and care to ensure that such expenditures are in the proper course of business, consistent with these Supplier Principles and all applicable laws and regulations, and could not be reasonably construed as bribes or improper inducements.
- (f) Suppliers may offer Company employees meals, refreshments or entertainment offered in connection with business discussions, unless they are (i) lavish, extravagant, or frequent; (ii) would, if accepted, violate applicable law; or (iii) are offered under circumstances that might be interpreted as an attempt to secure a favor from the Centrus employee in the exercise of his or her responsibilities to Centrus.
- (g) Suppliers shall not offer Company employees meals, refreshments or entertainment, personal gifts (including services; travel; accommodations; tickets to sporting, recreation, theater or other events; or anything else of value) that would cause the employee to violate Centrus' Code of Business Conduct.
- (h) Except for loans by recognized banks and financial institutions that are generally available at market rates and terms, Suppliers shall not offer a Company employee or member of his or her family any loan, guarantee of loan or payment.

To the extent that a Supplier believes that a conflict situation may have arisen, the situation should be raised with the Company.

## **6. Fair Employment Practices**

In performing work for the Company, Suppliers shall provide a work environment free of harassment directed at a person because of his or her race, color, religion, national origin, gender (including pregnancy), sexual orientation, gender identity, age, disability, veteran status, or other characteristic protected by law. Suppliers shall recruit, hire, train, compensate, promote, and provide other conditions of employment without regard to a person's race, color, religion, national origin, gender (including pregnancy), sexual orientation, gender identity, age, disability, veteran status, or other characteristic protected by law. Suppliers shall follow the applicable labor and employment laws wherever it operates, including but not limited to, observing those laws that pertain to freedom of association, privacy, recognition of the right to engage in collective bargaining, and the prohibition of forced, compulsory, and child labor. 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. Discrimination and harassment are strictly prohibited and will not be tolerated.

## **7. Nuclear Safety, Safeguards, and Security**

Suppliers must conduct all work activities in a manner that will ensure the health and safety of the Supplier employees, Company employees, and the public. To that end, work activities performed for the Company must comply with all applicable nuclear safety, safeguards and security requirements, particularly Section 211 of the Energy Reorganization Act of 1974 and regulations promulgated by the Nuclear Regulatory Commission (NRC). Compliance will be ensured by:

- (a) Following applicable policies and procedures;
- (b) Vigilant self-monitoring;
- (c) Encouraging disclosure of concerns;
- (d) Training; and
- (e) Personnel discipline if needed.

Immediate disclosure to the Company, as well as all required disclosure to government agencies, is expected if, in performing work for the Company, a Supplier becomes aware of any of the following:

- (a) A violation or potential violation of any nuclear safety, safeguards or security law, rule, regulation, or requirement;
- (b) A violation or potential violation of any Company nuclear safety, safeguards, security policy, or procedure;

- (c) Provision of false or misleading information or data; or
- (d) Any other nuclear safety concern.

## **8. Workplace Safety**

Suppliers are required to comply with all safety and health-related statutes and regulations, as well as Company's policies regarding safety and health as stated in contracts with the Company. These statutes, regulations, and policies require safe workplace conditions, free of recognized hazards and unsafe work practices.

All Supplier employees, representatives, and agents must conduct any work on behalf of the Company free from the influence of alcohol or illegal drugs. In connection with work performed on the Company's sites, Supplier should report any workplace safety concerns to the Company. In all cases, Suppliers shall not discipline workers for raising safety concerns, and workers shall have the right to refuse unsafe working conditions without fear of reprisal until the concerns are adequately addressed.

## **9. Environmental Concerns**

The Company recognizes its obligation to conduct its operations in a way that promotes and preserves a clean, safe and healthful environment and complies with all federal, state and local laws and regulations. To that end, Suppliers must strive to conduct all work on behalf of the Company in a manner that:

- (a) Minimizes and strives to eliminate the release of any substance that may cause environmental damage;
- (b) Minimizes the creation of waste;
- (c) Disposes of all waste through safe and responsible methods;
- (d) Minimizes environmental risks by employing safe technologies and operating procedures; and
- (e) Is prepared to respond appropriately to accidents and emergencies.

A Supplier with knowledge of any spill, impermissible release of a hazardous substance, or non-compliance with any applicable environmental laws, regulations, or permits at a Company site must immediately report it to the Company.

## **10. Classified, Proprietary, or Sensitive Information**

The handling of information that is national security-classified pursuant to the Atomic Energy Act of 1954, as amended, Presidential Executive Orders, and/or other laws or regulations ("Classified Matter") is strictly controlled under federal law. The receipt, maintenance, distribution and destruction of Classified Matter in connection with Company business must be performed in accordance with federal law and applicable Company policies, procedures, and

guidance. Suppliers are prohibited from disclosing Classified Matter to unauthorized persons. Questions or concerns relating to the handling of Classified Matter should be submitted to the Company.

Suppliers shall not attempt to obtain, from any source, Classified Matter, information that is procurement sensitive, or any information of a Company competitor on the Company's behalf in circumstances where there is reason to believe the release or receipt of such information is unlawful. Suppliers must handle all Company information designated as proprietary or sensitive information, or information that a prudent business person would consider proprietary or sensitive, as confidential. Suppliers are responsible for protecting and properly handling any such information and Suppliers should use caution when discussing such information in public or in places where others may overhear. Suppliers may not disclose or use such information except as authorized by the Company. Suppliers must only share confidential information within its organization on a need-to-know basis. Confidential information acquired in the course of Company work is not to be used for a Supplier's advantage. Suppliers shall not take photographs or make any recording or depiction of Company property or facilities, or give access to the Company's property or facilities to any third party, without the Company's express prior consent. Suppliers shall immediately notify the Company of any request or demand by a third party for access to Company information, property or facilities.

#### **11. Complete and Accurate Books, Records, and Financial Statements**

All invoices, statements, communications, and representations made to the Company, shall be accurate, honest, and truthful and shall comply with all applicable laws, regulations, and contractual requirements regarding reporting requirements. Suppliers shall create, retain, and dispose of business records in full accordance with all applicable legal requirements and their contract obligations with the Company. Suppliers shall report violations of these laws and regulations to the Company. Care must be taken to ensure proper recording and charging of all costs to the appropriate account, regardless of the status of the budget for that account. The falsification of time cards or other cost records will not be tolerated.

#### **12. Safeguard and Preservation of Assets**

Suppliers shall safeguard and preserve any Company assets made available to it and use such assets only for purposes authorized by the Company. Company assets include, but are not limited to:

- (a) Inventory;
- (b) Property, plant, and equipment;
- (c) Equipment or inventory furnished by customers;
- (d) Intellectual property (including patents, trademarks, and copyrights);
- (e) Trade Secrets; and
- (f) Proprietary information.



### **13. Compliance with Securities Laws and Regulations**

Generally speaking, the Company is required by the Securities Exchange Commission (SEC) and the New York Stock Exchange to make prompt public disclosure of “material information” regarding the Company. Information is “material” if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision. To the extent Suppliers know or become aware of important or material information affecting the Company’s activities that has not yet been publicly released, the information must be held in the strictest confidence. In addition, it is a violation of federal law to purchase or sell a company’s securities while in possession of such material non-public information. Suppliers and individuals in their control working with the Company may not buy or sell Company securities or participate in discussions with other parties, directly or via electronic means, about the Company’s prospects or the prospects of the Company’s stock while in possession of material non-public information of the Company, or provide such information to family, friends or anyone else.

### **14. Compliance with Antitrust Laws**

Antitrust laws of the United States prohibit agreements or actions “in restraint of trade.” Agreements or actions in restraint of trade are those restrictive practices that may reduce competition without providing beneficial effects to consumers. Accordingly, Suppliers should never engage in discussions on fixing or controlling prices; boycotts of specific suppliers or customers; allocating product, territories or markets; or limiting the production or sale of products or product lines with representatives of other companies. Suppliers should report to the Company any instance in which such discussions are initiated by other companies in connection with Company business.

### **15. Compliance with Export Control Laws**

As a business dealing in nuclear materials and sensitive technologies, the Company and certain Suppliers are subject to export control regulations relating to the export of materials and information, including nuclear materials and information concerning the enrichment of uranium. These include restrictions on disclosing information to foreign entities and persons. Suppliers shall at all times adhere to all applicable laws and regulations, including those relating to protection of data, including, without limitation, the export control regulations of the U.S. Department of Energy, the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury and regulations governing classified or controlled information, equipment or areas.

### **16. Media and Investor Relations**

Suppliers should direct any media inquiries regarding the Company to Centrus’ Corporate Communications and/or Public Affairs offices. Suppliers shall not communicate with the media, any member of the public, press, official body (unless legally compelled to do so), business entity, or other person, or claim or imply any endorsement by the Company or the Company’s employees or representative, without the express prior written consent of the

Company. Use of the Company's brand or trademarks is not permitted without the Company's express written permission.

**17. Access to Premises**

Suppliers who, in the course of their work, access Company premises shall:

- (a) Wear any non-employee identification provided by the Company while on the Company's site. Non-employee identification shall be returned to the Company immediately when the employment of its holder is terminated, when its holder no longer requires such identification for Company work, or at the request of the Company;
- (b) Provide all required information and identification required to obtain access to the Company's premises; and
- (c) Comply with all applicable Company policies and procedures including security requirements governing access and activities at the site.

**18. Political Contributions**

Suppliers, and any individuals in their control working for or with the Company, shall not make any contributions or loans on the Company's behalf, directly or indirectly, to any political party, or the campaign of any candidate for a federal or state office.