



# Supplier Principles of Business Conduct



*Revised January 2022*

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## 1. Supplier Principles of Business Conduct

Centrus Energy Corp. and each of its affiliated companies (collectively the “Company”) are committed to conducting their respective businesses within both the strict letter and the spirit of all applicable laws, rules, and regulations. The Company will vigorously enforce its policies and practices with regard to protection of employee safety, public health, the environment, and national security, and is dedicated to providing a work environment in which employees and others working on behalf of the Company 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, or under an agreement with the Company (collectively, “Suppliers”), while performing such work for, or on behalf of, the Company.\* An employee of a Supplier in these Principles shall refer not only to persons employed by a Supplier, but also any subcontractor of the Supplier.

These Principles supplement but do not modify any contracts or other agreements between the Supplier and the Company. Accordingly, a Supplier and its employees shall be bound by the terms and conditions of all such contracts and agreements and are expected to conduct business consistent with these Principles.

## 2. Ethics

Centrus believes in the highest ethical standards. Suppliers and their employees and subcontractors 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 and 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;

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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. Each Supplier should make its own determinations as to the restrictions and requirements of any and all laws and regulations, and application of the law or regulation to it.

- (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 their employees and others performing work for the Company under the Suppliers' contracts or agreements with the Company are free to raise concerns and report violations or 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 their employees and other individuals working on 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 Concerns Program.

Centrus encourages internal disclosure to the Company's Employee Concerns Program or the Suppliers' contract manager, with appropriate involvement of, and consultation with, the regulatory department for the site. Nevertheless, a Supplier and its employees and others working on Company business also have the absolute right to report any concerns to the appropriate agency, determining the appropriate agency will be based on the issue to be reported. This right includes participation in any state, federal, administrative, judicial, or legislative proceeding or investigation. Many state and federal regulatory bodies maintain whistleblower protections for individuals to report safety or malfeasance issues without fear of repercussion. For example, nuclear safety, safeguards, or security concerns can be reported directly to the Nuclear Regulatory Commission (NRC), or the Department of Energy (DOE). This is not an exhaustive list of the reportable concerns or responsible agencies.

Centrus' preference for internal disclosure is not intended to discourage or prohibit the Supplier or its employees from reporting a nuclear safety, safeguards, or security concern directly to the NRC or any other responsible regulatory authority. Rather, it is the Company's and the NRC's belief that concerns raised internally can be addressed more quickly and efficiently and preserve safety more effectively.

Suppliers and their employees or others working on the Supplier's behalf 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 of these Principles or any applicable law or

regulation, and shall provide complete and accurate information to those conducting such review, examination, or investigation.

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

Suppliers shall conduct all business activities connected with the Company in accordance with all applicable laws and regulations, including but not limited to, by avoiding conflicts of interest and not soliciting or accepting bribes, kickbacks, or other items of value in order to secure business from the Company or in connection with any work undertaken for the Company or in connection with Company business. Suppliers and their employees and others working on Company business on behalf of the Supplier also shall conduct all business activities with the Company in strict accordance with all contractual requirements.

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

##### *Avoiding Conflicts*

Suppliers must adhere to all applicable laws and regulations in their relationships with current or former federal government employees, current or former military personnel, current or former members of Congress, and current or former Congressional staff and employees, including those laws and regulations that impose restrictions on the duties these individuals may perform for the Company or Suppliers on behalf of the Company.

Each Supplier shall conduct its business, and cooperate with the Company in conducting its business, in a manner that avoids even the appearance of a conflict of interest. For example, a Supplier shall not (i) offer Company employees employment with the Supplier, an affiliate of the Supplier or a Company competitor or (ii) unless specifically authorized by the Company in writing, place Company business with (a) a competitor of the Company or (b) an organization owned or controlled by (1) the Supplier or its affiliate, (2) an employee of the Supplier or its affiliate, (3) an employee of the Company or (4) an immediate family member of (1), (2), or (3). Suppliers also shall not seek or offer favorable treatment in connection with work for the Company on the basis of furnishing or receiving gifts, entertainment, favors, hospitality, or other gratuities.

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

##### *Prohibition of Corruption*

The purchase and sale of supplies, materials, and services by Suppliers in connection with work for the Company must be accomplished in a manner that preserves the integrity of the procurement process based on quality and performance. Specifically:

- (a) Suppliers should refrain from giving or offering items of value 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, among other things, 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) or other laws regarding corruption and accuracy in accounting.
- (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 furnishing such meals, refreshments, or entertainment does not violate the FCPA or 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 expenditures for such meals, refreshments, or entertainment 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. NOTE: Even if an expenditure meets the foregoing requirements, it will not be reimbursed by the Company unless it is permitted under the contract with the Company and was approved by the Company in accordance with the terms of the contract with the Company.
- (f) Suppliers shall not offer Company employees any gift, meal, refreshment, entertainment, service, or loan that would violate any law or regulation or otherwise cause the employee to violate the Centrus Code of Business Conduct (COBC). The Centrus COBC can be found at <https://www.centrusenergy.com/who-we-are/leadership/corporate-governance/>.

#### *Other Laws Affecting International Business*

The Supplier shall comply with all laws that affect international business. For example, U.S. federal law prohibits doing business with certain countries, persons, and entities involved in, or related to involvement in, activity of legal, foreign policy or national security concern to the United States, including, without limitation, terrorism, narcotics trafficking, proliferation of weapons of mass destruction, or diamond trading (see also Section 18 below). U.S. federal law 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, and Suppliers are prohibited from responding to any request for compliance with such a boycott; instead, the request must be reported to the U.S. Department of Commerce.

The Company is committed to respecting all international human rights laws applicable in the countries where we operate and the principles behind those laws inform the application of these

Principles and Company policies. For example, under the Centrus Energy Corp. Respectful Workplace Policy, the Company requires its contractors to treat everyone with respect and dignity. Further, consistent with Section 6 of these Principles (“Fair Employment Practices”), the Company requires all Suppliers to adhere to all employment and labor laws in the countries where Centrus operates. Without exception, the Company is firmly opposed to child labor, forced labor, and human trafficking, and complies with applicable laws prohibiting such exploitation. The Company’s policies on these matters applies equally to our choice of business partners and Suppliers.

Suppliers must ensure that any work for the Company complies with the foregoing U.S. laws and regulations, and Company policies, regarding international business Suppliers should inquire with the Company before taking any act that could violate these laws and policies. Most importantly, Suppliers shall promptly report any actual or suspected violation of such laws and policies to 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 applicable 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 a Supplier’s employees shall be free to terminate their employment with reasonable notice. A Supplier’s employees 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’s employees, the Company’s 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 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.

In addition to making all required disclosure to government agencies, a Supplier shall immediately inform the Company 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 the 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. Suppliers shall never discipline employees for raising safety concerns, and employees shall always have the right to refuse unsafe working conditions without fear of reprisal until the concerns are adequately addressed.

## **9. Environmental Concerns**

The Company is committed to conducting 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**

### *Protection of Classified Matter*

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. Suppliers also shall not attempt to obtain, from any source, Classified Matter, unless authorized to receive such Classified Matter and have a clear “need-to-know.”

Suppliers shall notify the Company’s site Facility Security Officer (FSO) of any actual or suspected violation of federal law and applicable Company policies, procedures, and guidance with respect to the protection or handling of Classified Matter, including, but not limited to, any unauthorized disclosure of Classified Matter. Questions or concerns relating to the handling or protection of Classified Matter, or a Supplier’s obligations with respect to such Classified Matter, should be submitted to the FSO.

### *Protection of Protected, Proprietary or Sensitive Information*

In the course of work for the Company, Suppliers may be granted access to various categories of protected, proprietary, and sensitive information including, but not limited to, the following:

- (a) Centrus Proprietary Information which (whether or not marked as “Proprietary Information”) includes all non-public information such as business and marketing plans, non-public financial information, marketing and sales information, production and financial information, customer and employee records, research and technical information, contract, product, or services information;
- (b) Proprietary information (whether or not marked as “Proprietary information”) obtained from a third party by the Company under a duty of confidentiality;
- (c) Trade Secrets;
- (d) Export Controlled Information (ECI);
- (e) Information designated for Official Use Only (OUO);
- (f) Unclassified Controlled Nuclear Information (UCNI); and

(g) Safeguards Information.

All Suppliers shall comply with applicable laws and regulations and Centrus policies and procedures for the protection of all such protected, proprietary, and sensitive information. Among other requirements, Suppliers shall treat this information as confidential, and shall be responsible for protecting and properly handling any such information. Suppliers may not disclose or use such information, nor solicit, from any source, the disclosure of such information, except as authorized by applicable Centrus policies and procedures.

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's site Facility Security Officer (FSO) of any request or demand by a third party for access to Company information, property, or facilities.

*Other Applicable Obligations for Protection of Information*

The obligations of a Supplier under these Principles with respect to the protection and handling of Classified Matter or protected, sensitive or proprietary information and technical data are in addition to all obligations of the Supplier under the Company's contract(s) and agreements with the Supplier, including any applicable confidentiality or non-disclosure agreement, as well as those obligations imposed under applicable law, regulations, directives, or procedures.

*Travel to or Communications with Sensitive Countries (Individuals, Entities, Governments)*

All Supplier employees working as staff augmentation personnel for the Company or providing similar services at a Company site shall be subject to and shall perform the following reporting requirements, whether or not they hold a U.S. government security clearance:

- (a) All travel to any destination outside the United States for meetings with persons from sensitive countries must be reported in advance to their site Facility Security Officer;
- (b) All travel to a sensitive country for business or personal reasons must be reported in advance to the site Facility Security Officer;
- (c) All meetings, phone or video calls with persons from a sensitive country or persons from non-sensitive countries acting on behalf of a person or entity from a sensitive country must be summarized in a memorandum prepared by the most senior Supplier employee

participating in the meeting, phone or video call that is then submitted to the Company's site Facility Security Officer. The requirement for a summary does not apply to routine phone or video calls related to operation of the low enriched uranium sales business, or personal calls unrelated to Company business, or calls attended by Company personnel with an ongoing obligation to create summaries for any such calls;

- (d) Supplier employees holding security clearances are subject to additional travel and other reporting requirements as required by DOE regulations;

An up-to-date list of sensitive countries can be requested from the FSO at the site where the Supplier employee works.

## **11. Insider Threat**

An "Insider Threat" is the threat that an Employee or Contractor employee or "insider" will use his or her authorized access, wittingly or unwittingly, to do harm to the security of the United States, the Company, or others, including other Employees or Contractor employees. This threat, intentional or unintentional (e.g., because of insufficient training) can include damage through espionage, terrorism, unauthorized disclosure of national security information, or the loss or degradation of Company resources or capabilities.

Suppliers and Suppliers employees shall report to their site Facility Security Officer any actual or suspected Insider Threat.

## **12. Foreign Ownership, Control, or Influence**

The Company must report to the U.S. government any circumstance relevant to whether the Company or any of its affiliates are under "foreign ownership, control, or influence" ("FOCI"). A U.S. company is considered to be under FOCI when a foreign interest has the power, direct or indirect, whether or not exercised, to direct or decide matters affecting the management of operations of the Company in a manner which may result in unauthorized access to classified information or may affect adversely the performance of government contracts.

Any Supplier or Supplier employee who participates in the preparation or submission of reports to the U.S. government on FOCI matters shall do so diligently and with the highest degree of accuracy and integrity. Further, any Supplier or Supplier employee who becomes aware of facts or circumstances that may indicate or demonstrate a capability on the part of foreign persons to control or influence the operations or management of the Company or its subsidiaries must report those changed facts or circumstances to the site FSO.

Any Supplier required to provide FOCI information about itself or its affiliates at the time of award, or during implementation of the Supplier's contract with the Company shall promptly notify the Company of any changes in its FOCI status diligently, accurately, and in a timely manner.

### **13. Defend Trade Secrets Act**

Suppliers and their employees are hereby notified that, pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1833, signed into law in 2016:

- (a) A Supplier will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:
  - (i) is made:
    - (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and
    - (B) solely for the purpose of reporting or investigating a suspected violation of law; or
  - (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- (b) If the Supplier files a lawsuit for retaliation by Centrus for reporting a suspected violation of law, the Supplier may disclose Centrus' trade secrets to the Supplier's attorney and use the trade secret information in the court proceeding if the Supplier:
  - (i) files any document containing the trade secret under seal; and
  - (ii) does not disclose the trade secret, except pursuant to court order.

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

Suppliers shall create, retain, and dispose of business records in full accordance with all applicable legal requirements and their contract obligations with the Company. Accordingly, all invoices, statements, communications, and representations made by the Supplier or its employees 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 report violations of these laws, regulations, and contract requirements to the Company.

Suppliers and their employees shall ensure proper recording and charging of all costs for which reimbursement is sought from the Company. In all cases, the falsification of time cards or other cost records is prohibited.

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

Suppliers and their employees shall safeguard and preserve any Company assets made available by the Company and shall 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) Protected, proprietary, and sensitive information.

## **16. 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 or their employees know or become aware of important or material information affecting the Company’s activities that has not yet been publicly released, the information shall 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 their employees 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.

## **17. 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, in connection with any work performed for the Company, Suppliers and their employees shall not take any action (including discussions or agreements with third parties) regarding (i) fixing or controlling prices; (ii) boycotts of specific suppliers or customers; (iii) allocating product, territories, or markets; or (iv) limiting the production or sale of products or product lines. Suppliers and their employees must report to the Company any instance in which discussions on any of these matters are initiated or solicited by other companies in connection with Company business.

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

As a business dealing in nuclear materials and technology, the Company is subject to regulations relating to the export of materials and information, including nuclear materials and information concerning the enrichment of uranium. These include restrictions on disclosing export controlled information to foreign entities and persons, including in the United States. In performing work for the Company, Suppliers and their employees 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. Nuclear Regulatory Commission and U.S. Department of Energy found at, respectively, Parts 110 and 810 of Title 10, Code of Federal Regulations, the U.S. Department of Commerce's Export Administration Regulations, the U.S. Department of State's International Traffic in Arms Regulations, and the regulations of the U.S. Department of Treasury's Office of Foreign Assets Control. If a Supplier or its employee observes or suspects any violation or non-compliance related to any of these Export Control Laws, they shall immediately notify the Company's site FSO (Facility Security Officer).

## **19. Media and Investor Relations**

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, concerning the work performed for the Company or about the Company 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. Suppliers and their employees should direct any media inquiries regarding the Company or the work the Supplier is performing for the Company to Centrus' Corporate Communications and/or Public Affairs offices.

Use of the Company's brand or trademarks in any communications or publications issued by the Supplier or any third party is not permitted without the Company's express written permission.

## **20. Access to Premises**

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

- (a) Wear any identification provided by the Company while on the Company's site. Such identification shall be returned to the Company immediately upon demand by the Company, when the employee ceases to do work for the Company, or when its holder no longer requires access to the Company site, whichever occurs first;
- (b) Provide all information and identification required by the Company or, where applicable, the U.S. government, in order to grant 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.
- (d) Acknowledge that Centrus facilities and associated areas (such as parking lots and entrance/egress points, including areas leased from others, may be subject to electronic and/or other monitoring to ensure the safety and protection of government and private property and information. Those present on Centrus property and property leased to Centrus are deemed to consent to this monitoring.

## **21. Political Contributions**

Suppliers, and their employees, 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.

## **22. Alcohol and Drug Use**

Supplier employees performing services at any site owned or controlled by the Company, or the Department of Energy, or other U.S. government agency are prohibited from the use, possession, manufacture, sale or distribution of any illegal substance or non-prescription controlled substance (“Prohibited Drug”) at any time, on or off duty. These employees also are prohibited from the misuse or abuse of prescription medication, and/or over-the-counter drugs or alcohol that could directly or indirectly affect judgment on the job, and must report to work free from the influence of alcohol or illegal drugs, and remain free from their influence at all times while on duty, including during meals and other work breaks.

Prohibited Drugs include, but are not limited to, (a) narcotics, depressants, cocaine, amphetamines, and hallucinogens; and (b) marijuana, whether for medicinal purposes and/or recreational use, regardless of legalization under any state or local law.

## **23. Disclosure or Reporting of Concerns**

Without limiting other disclosure obligations set forth in these Principles and that apply under applicable law, regulation or the contract(s) between the Supplier and the Company, a Supplier shall immediately disclose to Centrus if the Supplier or any of its employees or subcontractors becomes aware of any of the following:

- (a) A violation or potential violation of any these Principles;
- (b) A violation or potential violation of any applicable nuclear safety, safeguards or security law, rule, regulation or requirement;
- (c) A violation or potential violation of any Company nuclear safety, safeguards or security policy or procedure;
- (d) Provision of false, fraudulent, or misleading information or data; or
- (e) Any other nuclear safety, environmental security, fraud, or compliance concern.

Offices to which concerns can be reported can be found at the end of these Principles.

A Supplier and its employees also have the absolute right to report any nuclear safety, safeguards, or security concern directly to the NRC, or to any other responsible regulatory authority. This right includes participation in any state, federal, administrative, judicial, or legislative proceeding or investigation.

**All Suppliers shall refrain from, prevent, and not tolerate, retaliation or retribution of any kind (including discharge, discipline, or discrimination in compensation, terms, conditions, or privileges of employment) against any person in connection with internal or**

**external disclosure of a nuclear safety, safeguards, security, or other concern, or engaging in other protected activity.**



## Where should Suppliers report violations of these Principles?

### **Oak Ridge ECM**

Ayman Shourbaji  
(865) 241-7011  
[shourbajia@centrusenergy.com](mailto:shourbajia@centrusenergy.com)

### **Piketon/Paducah ECM**

Angela Litten  
(740) 897-2499  
[littenaf@centrusenergy.com](mailto:littenaf@centrusenergy.com)

### **Headquarters ECM**

Cia Martin  
(301)564-3455  
[martinc@centrusenergy.com](mailto:martinc@centrusenergy.com)

### **Chief Compliance Officer**

6901 Rockledge Drive, Suite 800  
Bethesda, MD 20817  
(301) 564-3352  
[compliance@centrusenergy.com](mailto:compliance@centrusenergy.com)

### **Director, Corporate Compliance**

6901 Rockledge Drive, Suite 800  
Bethesda, MD 20817  
(301) 564-3325  
[compliance@centrusenergy.com](mailto:compliance@centrusenergy.com)

### **Accounting & Auditing Concerns**

c/o Chief Audit Executive  
6901 Rockledge Drive, Suite 800  
Bethesda, MD 20817  
(800) 263-1632  
[accountingconcerns@centrusenergy.com](mailto:accountingconcerns@centrusenergy.com)

## Other Offices to which Concerns can be Reported?<sup>1</sup>

### Inside the Company

Relevant Site Facility Security Officer

At HQ the FSO is:

Mike Whitehurst

Phone: 301-564-3475 | Email: [WhitehurstM@centrusenergy.com](mailto:WhitehurstM@centrusenergy.com)

At Oak Ridge the FSOs are:

Scott Eagen

Phone: 865-241-7264 | Email: [EagenS@centrustenergy.com](mailto:EagenS@centrustenergy.com)

And

Mo Parks

Phone: 865-241-7264 | Email: [ParksM@centrusenergy.com](mailto:ParksM@centrusenergy.com)

At Piketon the FSO is:

Angela Wright

Phone: 740-897-2749 | Email: [Wrightal@centrusenergy.com](mailto:Wrightal@centrusenergy.com)

### Directly to the U.S. Department of Energy

#### **By Mail:**

U.S. Department of Energy  
Office of Inspector General  
ATTN: IG Hotline 1000  
Independence Avenue, SW  
Mail Stop 5D-031 Washington, DC 20585

#### **By Email**

Email: [ighotline@hq.doe.gov](mailto:ighotline@hq.doe.gov)

#### **By Phone:**

Hotline Telephone: (800) 541-1625

### Directly to the Nuclear Regulatory Commission

#### **24 Hour Emergency Headquarters Operations Center**

Hotline Telephone: (301) 816-5100

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<sup>1</sup> The offices listed do not constitute an exhaustive list of the avenues available to report concerns violations.