



Supplier Code of Ethics & Conduct

November 2025



Introduction

Urenco Limited and its subsidiary companies ("Urenco") require each and every supplier of goods and/or services (including contractors, consultants, and vendors) ("Supplier" or "Suppliers") to operate in a manner that demonstrates the same commitment to sustainable, responsible, equitable, and ethical business that Urenco demands of its workforce throughout the business activities it performs. As a Supplier of products and/or services to Urenco, your company is critical to Urenco's success. The Supplier Code of Ethics & Conduct ("the Code") sets out Urenco's fundamental principles and business conduct requirements to be observed by your organisation and throughout the supply chain when working for Urenco.

Compliance with the requirements of the Code is a deciding factor for Urenco's selection of Suppliers and those partners with which we will grow our business. When conducting business with Urenco, suppliers and partners must comply with the Code or an equivalent agreed standard. One of Urenco's core values is Integrity and as a general rule we expect all of those within our supply chain to operate and behave in a way that protects the interests of Urenco as well as adopting principles of sustainability, accountability and equality.

For questions or concerns about the Code, including its application to specific circumstances in connection with your work for Urenco, please liaise with your principal Urenco contact.

Compliance with Laws and Regulations

At Urenco we are committed to conducting business in accordance with the highest ethical standards. We expect all Suppliers to conduct business in accordance with the spirit and the letter of all applicable laws, rules and regulations ("applicable law"). We also expect our Suppliers to develop policies and procedures as appropriate to ensure that all workers understand and adhere to these standards, applicable laws and terms of any contract between the Supplier and Urenco. If the requirements of the Code conflict with the terms of any contract between a Supplier and Urenco, the Supplier must comply with the more restrictive term subject to applicable law.

Health & Safety

Safety is at the centre of everything we do, and we are proud of keeping our people, the community and the environment safe and secure from harm and maintaining the reputation of our industry, products and services. We expect our Suppliers to:

- provide and maintain a clean, safe, sustainable and healthy working environment, including the provision of well-maintained appropriate personal protective equipment;
- adopt all reasonable and practical steps to eliminate health and safety risks in the workplace;
- actively adopt and maintain a strong nuclear safety culture (applicable to Suppliers within the nuclear fuel cycle); and
- Speak-Out if they see things which create risk of harm to themselves or others, and to proactively suggest improvements.

Continuous Improvement, Grievance Mechanisms & Remediation

Urenco recognises that Suppliers will be at different stages of maturity. The requirements set out within the Code are the minimum standards required and Urenco expects Suppliers to adopt industry best practices.

Suppliers are expected to work proactively with their supply chains and sub-contractors engaged in contract delivery to Urenco and to ensure they also comply with the requirements of the Code. Suppliers must address any breaches of the Code that come to their knowledge and take appropriate actions. Urenco will seek appropriate remedial measures to prevent, stop, or minimise the extent of the breach. Urenco adopts a preference to work with suppliers to remedy breaches, subject to the severity of any breach. Persistent failure to comply with the Code, failure to remedy a breach in a reasonable timeframe, or repeated and unjustified refusal to provide required information may, however, result in the suspension or termination of the Supplier's activities with Urenco.

Suppliers and partners must ensure appropriate grievance mechanisms are made available to all staff and interested parties, including affected communities, in order to report concerns or suspected breaches of applicable laws, regulations, or this Code, including issues related to labour practices, human rights, environment or ethical breaches. Suppliers and partners should also have a remediation process in place to appropriately investigate and assess concerns raised. Where adverse impacts are identified as being caused or contributed to jointly by the Supplier and Urenco, the Supplier is expected to collaborate in good faith with Urenco to enable effective remediation and resolution of the issue.

Due Diligence & Transparency

Urenco expects its Suppliers and partners to conduct human rights, sustainability (including environmental), ethical and governance risk based due diligence in their respective operations and supply chain. Suppliers shall implement appropriate mitigation and remediation measures in relation to the level of risk and impact, and provide transparent communication of the results to Urenco upon request.

Upon reasonable prior notice, Suppliers shall allow Urenco, and/or a third party authorised by Urenco and reasonably

acceptable to the Supplier, to conduct audits and assessments of the Supplier's operations relevant to the Code, including, but not limited to the Supplier's facilities.

Anti-Bribery & Corruption

At Urenco we are committed to conducting business in a fair and honest way and we expect the same of our Suppliers. We adopt a zero-tolerance approach in respect of any form of bribery, fraud or corrupt practices. Suppliers are required to have procedures in place which comply with applicable laws and regulations in which they operate - this includes, but is not limited to, the UK Bribery Act 2010, UK Finance Act 2017 (Criminal Facilitation of Tax Evasion), the US Foreign Corrupt Practices Act 1977, the Dutch Criminal Code and the German Criminal Code.

Suppliers must not directly or through agents accept, offer, promise, pay, permit or authorise:

- bribes, facilitation payments, kickbacks or illegal political contributions;
- money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- any other unlawful or improper payments or benefits.

Gifts & Hospitality

Maintaining and building business relationships with suppliers and third parties is integral to any business, however the giving and receiving of gifts and hospitality can at times impair judgement and could create the appearance of a conflict of interest. Suppliers must:

- not offer any gifts or hospitality to Urenco employees, agents or public officials that are intended to or could appear to influence a business decision;
- not make or allow facilitation payments; and
- never offer gifts in the form of cash or cash equivalent, e.g. gift cards and vouchers.



Fraud Prevention & Detection

Suppliers must not engage in any form of fraud, deception or misrepresentation in their dealings with Urenco. This includes but is not limited to:

- Falsifying records, documents or financial statements
- Misappropriation of assets or funds
- Submitting false claims or invoices
- Concealing or omitting material facts

Suppliers are required to implement effective internal controls and monitoring systems to prevent and detect fraudulent activity. Any suspected or actual fraud that may impact Urenco or its operations must be reported immediately through appropriate channels, including Urenco's Speak-Out mechanisms which are detailed at the end of the Code.

Urenco reserves the right to investigate any allegations of fraud and take appropriate action where necessary, which may include termination of the business relationship and legal proceedings.

Political Activity

Unless specifically authorised by Urenco in writing, contact with public officials regarding Urenco business must be handled by authorised Urenco personnel. Suppliers shall not be involved in any political activity, including procurement interactions, as a representative of Urenco or use the Urenco name to participate in political activities without specific written consent from Urenco. Suppliers shall not use Urenco's computer systems, email addresses, or other property to express personal political views, or to benefit a political candidate or campaign. Any questions about government interactions or political activities should be raised with the Supplier's Urenco business contact. All contact with public officials regarding Urenco business must be conducted in compliance with all applicable laws.

Conflicts of Interest

A conflict of interest can arise if there are interests that make it difficult for Suppliers to make objective, rational or unbiased decisions when performing contractual obligations.

Urenco expects Suppliers to exercise reasonable care and judgement to prevent or appropriately mitigate any actual or perceived conflicts of interest. Suppliers must give written notice to their principal contact at Urenco where they become aware of any actual or perceived conflicts of interest in respect of the goods or services they, their suppliers or sub-contractors provide to Urenco.

Confidentiality

Suppliers have a legal and ethical duty to ensure the privacy and security of confidential information they receive, and must only use it for appropriate business purposes, in accordance with applicable privacy laws and contractual requirements.

Suppliers may not use any of Urenco's intellectual property, including the Urenco logo, or publicise their association with Urenco, including in any marketing or promotional material, without the prior written consent of Urenco.

Except as explicitly provided otherwise in any written agreements between Suppliers and Urenco, no intellectual property rights are transferred from Urenco to Suppliers and all copyrights, patents, trade secrets, or other intellectual property associated with every idea, concept, technique, invention, process, and work of authorship developed or created by Suppliers, individually or jointly with others, in the course of performing work for Urenco, or that are based on or derived from Urenco confidential information or Urenco property to which Supplier has access, belongs to Urenco and, if requested, shall be specifically assigned by Supplier to Urenco.

Human Rights, Respect and Dignity

Urenco requires all of its Suppliers to share our commitment to respecting, promoting and protecting human rights. Suppliers shall uphold all internationally recognised human rights, as set out in the Universal Declaration of Human Rights. Suppliers and partners shall take measures to avoid causing, contributing or being linked to negative human rights impacts. This includes in relation to all types of rights holders, such as Urenco employees, workers, affected communities, and human rights defenders.

• Slavery and Human Trafficking

All forms of modern slavery are unacceptable to Urenco. Suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, including but not limited to the UN Guiding Principles on Business and Human Rights. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, bonded labour and prison labour.

Urenco expects its Suppliers and partners not to be involved in any activities that seek to undermine civil society and civic freedoms. Suppliers and partners shall assess whether their own operations, or supply chains, are located in or are sourcing from conflict-affected or other high-risk areas and in such cases should adopt enhanced due diligence measures suited to the specific context.

• Child Labour

Suppliers shall undertake all necessary measures to prevent against all forms of child labour, in accordance with the applicable laws where they operate. Suppliers and partners should not participate in, or benefit from, any form of child labour. If child labour is detected, a remediation programme must be put in place by the Supplier. Suppliers must not employ any person under the minimum legal age for employment as prescribed by local laws and workforce members under the age of 18 shall not perform work that may expose them to hazards.



• Wages and Remuneration

Wages and benefits paid must be at least in compliance with applicable jurisdictional legal requirements. Suppliers and partners shall also aim to minimise and mitigate differences in pay and benefits between genders for comparable work.

In jurisdictions where there are no minimum wage legal requirements, Suppliers should seek to establish a living wage that provides an adequate standard of living for workers and their dependents.

• Collective Bargaining and Freedom of Association

Suppliers and partners shall recognise and respect the rights of all employees and comply with all applicable laws relating to collective bargaining and freedom of association.

• Equal Opportunities

Urengo is committed to creating an inclusive environment that supports and promotes equal opportunities and no unlawful discrimination, bullying harassment or victimisation. Urengo operates a zero-tolerance policy for any form of unlawful discrimination, bullying and harassment (including sexual harassment). Suppliers shall promote equality, diversity and inclusion, and not practice any form of discrimination, bullying or harassment in hiring, promotion, development, remuneration, and termination practices. Illegitimate grounds for discrimination include but are not limited to race, gender, disability, age, ethnicity, marital status, sexual orientation, or religious belief (or any other protected status based on applicable law). Any allegation or complaint relating to such behaviours by Suppliers towards Urengo employees will be fully and independently investigated and appropriate remedial action shall be taken.

Environment

Urengo is committed to minimising our impact on the environment with initiatives to reduce our carbon emissions, water usage and waste and also protect and enhance nature. Urengo expects Suppliers to demonstrate a commitment to responsible environmental stewardship. From time to time, Suppliers will be expected to engage with Urengo or our nominated third party providers on management and reporting of key sustainability and environmental measures. Suppliers are expected to:

- ensure their operations comply with all applicable environmental laws, including international treaties relating to, but not limited to, waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- obtain and maintain all required permits and licenses and comply with the operational and reporting requirements of such permits and licenses;
- manage hazardous substances responsibly and, where possible, substitute hazardous and toxic substances for less hazardous substances;
- have an established and adequate environmental management system to cover the extent of their operations and value chain; and
- address climate change throughout their operations, including but not limited to, active reduction of greenhouse gas emissions, and actively contributing to Urengo's net zero targets.

Stakeholder Engagement

Suppliers and partners shall engage in transparent, open, and honest dialogue and collaborate with stakeholders and authorities in and around the area in which they operate.

Accounting and Financial Reporting

Suppliers must maintain accurate financial and accounting records in respect of Urengo contractual obligations and associated tasks. Urengo is committed to Environmental, Social and Governance (ESG) principles and expects

Suppliers to support these efforts by providing relevant, accurate and timely ESG related data in accordance with applicable laws and reasonable Urengo requests.

Record Retention

Records are important business assets containing valuable information. Maintaining accurate and complete records is important to sustaining an open, honest, and ethical business practice. Suppliers have a responsibility to manage Urengo's information assets and records in compliance with applicable laws and contractual requirements.

Trade Compliance

Suppliers must ensure they comply with all applicable local, state, federal or national laws and regulations pertaining to the import, export and transfers of goods, software, technology (including export controlled information) and services across all relevant jurisdictions. This includes export control, customs, and sanctions laws and regulations.

We expect our Suppliers to:

- understand and comply with all applicable export control laws and regulations, trade sanctions and import obligations; and
- determine and record accurate customs and export control classification information for all goods, software, technology and services to be moved internationally, and communicate this to Urengo upon request.
- Suppliers must provide accurate and truthful information to customs and other authorities when required.

Where Suppliers determine that a potential breach of export control, customs and/or sanctions laws and regulations may have occurred in respect to their engagement or trade with Urengo, they must immediately inform their principal Urengo contact(s) in writing.



Counterfeit, Fraudulent and Suspect Items

To protect the integrity and safety of our products and services, Urenco requires Suppliers to prevent the introduction of counterfeit, fraudulent, or suspect items ("CFSI") into the supply chain.

We expect our Suppliers to:

- not to deliver items that are misrepresented, unauthorised, or non-conforming;
- maintain controls to verify sources, ensure traceability, and use only approved suppliers;
- report any known or suspected CFSI immediately to their principal Urenco contact(s) in writing;
- support investigations, corrective actions and provide access to all relevant records; and
- communicate and enforce the above requirements with all their sub-tier suppliers.

Data Protection and Information Security

Suppliers shall comply with all data protection laws and requirements, including but not limited to, as applicable, the California Consumer Privacy Protection Act and other U.S. state privacy laws and the UK and EU General Data Protection Regulations, when processing any personal data on Urenco's behalf. Suppliers must have in place appropriate measures to:

- protect the integrity and confidentiality of information including information belonging to or supplied by Urenco held on its systems (which include physical and online or electronic systems);
- ensure that there is no unauthorised access of the information by third parties, including its representatives; and

- immediately notify their principal Urenco contact in writing or by email to privacy@urencO.com if they have notice of a potential or actual data breach or other form of unauthorised third party access or disclosure of personal data.

Social Media

Social media is now an integral part of our society. If a Supplier's or a Supplier's employees' social media activity is linked in any way to Urenco – or could be deemed to be related to Urenco – by our customers, key stakeholders or others, Urenco has a legitimate interest in the content being published, whether this is posted through a business or personal account. Therefore, we expect our Suppliers to:

- ensure that the use of social media by Supplier's workforce or representing agents does not negatively affect Urenco's reputation;
- refrain from posting anything related to Urenco business, unless specifically authorized in writing to do so by Urenco; and
- act with integrity and not publish, post, or disclose proprietary or other confidential information related to Urenco.

Artificial Intelligence

Where Suppliers make use of Artificial Intelligence ("AI") in their operations or in the delivery of goods and services to Urenco, they are expected to do so responsibly and ethically. This includes, but is not limited to:

- ensuring that AI systems are developed and deployed in a way that respects human rights, privacy and non-discrimination;
- avoiding the use of AI in ways that could contribute to bias or unfair treatment; and
- complying with all applicable laws and regulations related to AI, data protection, and cybersecurity in the jurisdictions where they operate.

Reporting Concerns

The standards outlined in the Code are critical to ensure continual successful relationships with our Suppliers. Urenco takes reports of breaches, misconduct and unsafe working practices very seriously. Suppliers and their personnel have a duty to report any conduct of Urenco staff, Suppliers or subcontractors that is perceived as unethical or that contravenes laws, regulations or the Code. If a Supplier is aware of any suspected non-compliance, they must report these concerns immediately. Suppliers can report any concerns they have directly to their principal Urenco contact or via the Urenco Speak-Out helpline or web reporting page.

Local Helpline Numbers:

From an outside line dial the One Connect number from your location:

China – 400 120 0140

Germany – 0800 1815178

Japan – 0800 300 8899

Mexico – 800 681 6505

Netherlands – 0800 0228569

South Korea – 080 880 2098

United Kingdom – 0808 196 5836

United States – (833) 604 0803

Web Reporting:

urencO.ethicspoint.com



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