



A Holtec and SNC-Lavalin Company

CODE OF BUSINESS CONDUCT

Approved by the Board of Managers: May 8, 2019

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I. CODE OF BUSINESS CONDUCT

1.1 General

a. Our Code. Integrity is fundamental to our business and decision-making processes. As such, this Code of Business Conduct applies to all CDI personnel (the “Code”). The most current version will be available on CDI’s website at: <https://cdi-decom.com/>. We also expect our suppliers, subcontractors and consultants (collectively, “Suppliers”) to respect and adhere to our values and high ethical standards of conduct.

b. Customer Codes. CDI employees are also expected to comply with similar codes adopted by our customers, to the extent they do not conflict with our own Code.

1.2 Safety

CDI is committed to creating and maintaining a safe work environment, including accurate and timely assessments of hazards to reduce the potential for workplace injury. We will give our utmost attention to complying with health and safety rules at our “Work Sites,” meaning CDI’s offices, facilities, project sites or other locations (e.g. a customer’s office) where CDI personnel are working or participating in meetings.

1.3 Bribery, Corruption and Gifts

a. Bribery and Corruption. We must not, directly or indirectly, accept, request, offer or authorize the giving of any bribe, kickback, payment or any other advantage in violation of the U.S. Foreign Corrupt Practices Act and any similar laws in the other jurisdictions where CDI does business.

b. Facilitation Payments. We must not make any facilitation payments on behalf of CDI or for its intended benefit, for any work, even in countries where such payments are tolerated by law.

c. Gifts and Hospitality. Care and caution must be exercised when offering or accepting occasional gifts, meals or entertainment. These things must not be used or give the appearance of being used to gain improper advantage or preferential treatment. As such, we are required to adhere to the following principles:

- 1) Benefits must comply with applicable laws and regulations;
- 2) Benefits must not be given or received, directly or indirectly, in exchange for any improper advantage or expectation that a business relationship will be unjustly influenced;
- 3) Benefits must be: (i) reasonable in value, (ii) appropriate to the occasion, and (iii) appropriate to the position and management levels of the provider and recipient;
- 4) Benefits must be given or received in an honest and transparent manner and must be auditable;

5) The frequency and timing of benefits given to or received from the same individual or organization must not raise any conflicts of interest, appearance of conflicts of interest or impropriety;

6) Accepted benefits must be recorded completely and accurately in CDI's books and records.

d. Accounting Practices and Record Keeping. We will keep accurate, complete and reliable books and records.

e. Competition. We must engage in fair and honest competitive business practices.

1.4 Labor

a. Human Rights.

1) All human beings should be treated with dignity, fairness and respect, and should not be forced to work against their will. CDI is committed to supporting the protection and preservation of human rights and ensuring that it is not involved in human rights abuses.

2) We will not use, nor support the use of, child labor nor use any forced labor, including but not limited to involuntary prison labor, victims of slavery and human trafficking. We will allow all employees the choice to leave their employment freely upon reasonable notice.

b. Discrimination, Threats and Violence.

1) We are all entitled to personal dignity, privacy and the preservation of our rights. As such, we will maintain a work environment free of harassment and unlawful discrimination. CDI has zero tolerance for any behavior or actions that amount to discrimination.

2) Likewise, acts or threats of physical violence, including intimidation, harassment of any kind, and coercion will not be tolerated at CDI. Personnel are encouraged to promptly report such acts.

c. Alcohol and Drugs.

1) CDI personnel are prohibited from possessing or consuming alcoholic beverages on CDI Work Sites. As an exception, alcoholic beverages may be consumed on Work Sites with permission from executive management and in connection with a CDI- or parent-sponsored event. For clarity, an off-site business dinner (e.g. at a restaurant) with current or prospective business associates would not be considered a Work Site, though discretion should be used at all times.

2) Similarly, CDI personnel are prohibited from using or possessing controlled substances (e.g. drugs requiring prescriptions and illegal narcotics) on Work Sites.

3) CDI personnel are prohibited from Work Sites when under the influence of, or impaired by, controlled substances.

4) Any CDI associate who is in possession of a controlled substance under a valid prescription will not be in violation of company policy. Nevertheless, many prescription drugs cause drowsiness and other side effects which would render an associate unable to perform his or her work safely. If an associate is legally using a controlled substance during work and has any reason to expect that such use may affect his/her ability to perform work, such associate must report this fact to the Human Resources Department. A determination then will be made as to whether the associate is able to properly and safely perform the essential functions of the job. CDI will keep information concerning prescriptions and related information confidential, unless required under a judicial proceeding.

5) Any CDI associate who is convicted of an unlawful act involving a controlled substance on or off Work Sites will be subject to disciplinary action, which may include termination.

d. Weapons. The existence of weapons of any kind on Work Sites is strictly prohibited.

e. Personal Relationships. Personal relationships between CDI employees with direct reporting relationships are strictly prohibited. Such relationships should be disclosed, per Section 3.1.e below.

f. Business Expenses. We must not inflate business (reimbursable) expenses and avoid wasteful spending such as increased travel costs due to last minute reservations, expensive hotels and meals and entertainment, and unnecessary travel.

1.5 Environment

CDI is committed to protecting the environment and carrying out its work in an environmentally responsible manner. CDI also counts on its Suppliers to make prudent environmental decisions.

1.6 Additional Provisions

a. Applicable Laws. We must conduct our business activities in compliance with all applicable laws and regulations, including but not limited to those relating to corruption, bribery, competition, health, safety, the environment and export controls.

b. Conflict of Interest. We must be free to act with total objectivity in our business dealings and must avoid any conflict of interest which would impair our judgement or decision-making. Conflicts of interest are not always obvious. Actual, potential or perceived conflicts of interest should be reported to CDI's Integrity Officer or General Counsel before entering into business relationships with third parties.

c. Confidentiality of Information. We must prevent unauthorized access to, or inappropriate use or disclosure of confidential information belonging to CDI and its employees, customers, Suppliers and other business partners.

d. **Reporting Concerns.** We must immediately report any known or suspected behavior or conduct which violates this Code. Reporting can be made to line managers, CDI Executive Management, the Integrity Officer or other anonymous channels established by CDI per Section 4.3 below.

e. **No Retaliation.** Retaliation is prohibited against anyone who, in good faith, reports a violation per Section 1.6.d. above.

SUMMARY OF CDI'S CODE OF BUSINESS CONDUCT

1. This policy applies to all CDI employees.
 2. Workplace safety is paramount.
 3. Bribery and corruption are strictly prohibited, and we must reject them under all forms.
 4. We must keep accurate business records.
 5. Discrimination, harassment, and acts or threats of violence will not be tolerated.
 6. Use of alcohol, controlled substances and weapons at Work Sites are strictly prohibited.
 7. Personal relationships between employees with direct reporting relationships are not permitted.
 8. Our work will incorporate environmentally sound practices.
 9. We must avoid conflicts of interest which would impair our judgment and decision-making.
 10. We must safeguard the confidential information of CDI, its business partners, and customers.
 11. We will perform our work in accordance with applicable laws.
 12. We will report actual or suspected conduct which violates our Code.
 13. Personal data will be handled appropriately, consistently and in accordance with applicable data protection and privacy laws.
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II. GIFTS, ENTERTAINMENT & HOSPITALITY

2.1 General

This Article II. expands upon Section 1.3 regarding gift-giving. Gift-giving and marks of hospitality are an accepted way to improve business relationships when offered or received under the right circumstances. Personnel may offer or accept gifts, meals and entertainment provided that they are unsolicited and comply with the following principles.

2.2 MANDATORY PRINCIPLES to Always be Observed

- a. Benefits must not be illegal, indecent or sexually offensive, involve gambling, or otherwise violate the standards reflected in this Code.
- b. Benefits must not be given or received, directly or indirectly, in exchange for any improper advantage or expectation that a business relationship will be unjustly influenced.
- c. Benefits must be: (i) reasonable in value, (ii) appropriate to the occasion, and (iii) appropriate to the position and management levels of the provider and of the recipient.
- d. The frequency and timing of benefits given to or received from the same individual or organization must not raise any actual or perceived conflicts of interest or impropriety.
- e. Accepted benefits must be recorded completely, accurately and in sufficient detail in CDI's books and records.

2.3 Acceptable and Prohibited Benefits

- a. The following benefits are permitted:
 - 1) Promotional items branded with the company logo or, if offered by a third party, any promotional items of symbolic value branded with their logo;
 - 2) Refreshments (e.g. water, coffee) as well as meals consumed on Work Sites (e.g. in the course of meetings, working lunches);
 - 3) CDI- or parent-organized events that provide technical information to the invitees or serve as a forum for discussion of business-related topics;
 - 4) Invitations given to family members, friends and other guests for a CDI- or parent-sponsored event;
 - 5) Benefits whose total value to the recipient is less than US \$250 (or country equivalent, which is available by contacting the General Counsel).
- b. The following benefits are prohibited and/or monitored:
 - 1) Offering/receiving cash or any equivalents (e.g. gift cards or certificates) is prohibited, unless as part of a health and safety positive incentive program;
 - 2) For transparency purposes, notification must be sent to the Integrity Officer or General Counsel prior to offering or receiving benefits exceeding \$250 USD (or country equivalent). Where prior notice is not possible, then best efforts must be made soon after;
 - 3) Prior notice to the Integrity Officer or General Counsel is required for any benefit (regardless of value) offered to or received from a government official (includes

government employees at all levels of government and at any regulating body). Where prior notice is not possible, then best efforts must be made to obtain it soon after.

III. CONFLICTS OF INTEREST

3.1 General

a. This Article III expands upon Section 1.6.b. regarding Conflicts of Interest (“COI”).

b. A COI exists when a circumstance impairs the judgment or decision-making of a CDI stakeholder (e.g. directors, officers, other employees and agents). Typically, a COI results in a CDI stakeholder – or immediate family member or other person with a close personal relationship – obtaining financial gain, professional advancement, favors or privileges.

c. A COI can be “actual,” “potential” or “perceived.” More specifically, a perceived COI occurs where a circumstance could reasonably be perceived as, or give the appearance of, improperly influencing work performance or decision-making.

d. Organizational COI’s exist where an organization’s performance or its ability to meet obligations may be impaired due to its relationships with stakeholders who have conflicting or inconsistent interests. See the example in Section 3.2 a.8 below.

e. COIs may cause CDI to suffer financial and reputational damage, in addition to incurring civil and criminal penalties.

f. All employees must complete a COI form as soon as they believe they have an actual, perceived or potential COI. In case of doubt, contact CDI Human Resources, General Counsel, and/or Integrity Officer.

3.2 COI Examples

a. The following are examples of situations which are or could constitute a COI (not an exhaustive list):

- 1) Engaging in secondary employment relationships that restrict an employee’s ability to fulfill his/her duties at CDI or remain objective;
- 2) Accepting a directorship of a third-party organization without first declaring to and obtaining the consent from CDI’s Board of Managers;
- 3) Owning directly or indirectly a significant financial interest (e.g. more than 5%) of an outside entity which does, or seeks to do business with CDI or is a competitor;
- 4) Participating directly or indirectly in outside business or financial activities that compete or may potentially compete with CDI;
- 5) Directly or indirectly influencing employment decisions affecting immediate family members or member or someone with whom you have a close personal relationship;

6) Conducting business on behalf of CDI with business owned wholly or partially by, or employing, immediate family members or persons having a close personal relationship, unless such business dealings have been fully declared to and approved by CDI's Board;

7) Reporting directly or indirectly to an immediate Family member or someone with whom you have a close personal relationship;

8) Procurement favors and selects one of CDI's parents or affiliates to provide goods or services because of CDI's relationship with that parent or affiliate. The procurement process should be fair and objective, and a best practice is to have an arm's length transaction with vendors and suppliers.

IV. REPORTING CONCERNS

4.1 General

This Article IV. expands upon Section 1.6.d. regarding reporting concerns. We all have an important duty to report in good faith any known or suspected behavior or conduct which violates our Code or other principles outlined herein (collectively, a "Concern"). When in doubt, you should report the Concern through the channels described below. CDI is committed to creating an environment in which every employee feels free to confidentially report a Concern.

4.2 Primary Reporting Channels

a. Direct Manager. As a general guideline, persons are encouraged to report a Concern to his/her CDI manager. The manager is usually the person who best understands the context and work environment and is capable of providing appropriate advice.

b. CDI Executive Management. Alternatively, personnel can reach out to a member of CDI's Executive Management, including the Integrity Officer or General Counsel.

c. Human Resources. When personnel are not comfortable reporting a Concern to their manager or their leadership, or where the matter is predominantly a Human Resources type of issue (i.e. conflict of interest, discrimination, harassment) they may discuss the Concern with their Human Resources representative.

d. If you believe you have experienced retaliation, you are expected to report this just as any other Concern would be reported.

4.3 Other Anonymous Reporting Channels

The following additional channels may be used to report a Concern when the primary channels do not produce the required effect, seem inappropriate in the circumstances, or personnel desire to remain anonymous:

1) CDI, through its Holtec parent, has established an Ethics Hotline: 1-800-HOLTECØ EXT. 3618. All calls are confidential, and callers may remain anonymous.

2) Holtec has also established a confidential e-mail address where CDI Concerns may be reported: complaints@holtec.com.

3) Alternatively, CDI personnel have access to the SNC-Lavalin reporting line (ClearView): <https://www.clearviewconnects.com/home>. Clearview is an independent third-party provider that allows the reporter to identify him/herself or remain anonymous.

4.4 Investigations and Confidentiality

a. Investigations of reported Concerns will typically be handled by professionals at CDI's parent-company level, in coordination with CDI's General Counsel. In some circumstances an outside law firm or other specialized investigator / firm may be engaged.

b. In the normal course of analyzing a Concern and carrying out an investigation, further details are often desirable or indispensable. Lack of information may result in an allegation not being pursued, or an investigation to be ineffective. Therefore, reporters are encouraged to identify themselves (and provide contact information) when filing their report or, if they wish to remain anonymous, to set up an anonymous account as they file their report and regularly monitor that account for messages until such time as they are advised that the investigation is closed.

c. Subject to any disclosures required by law, every effort will be made to maintain the confidentiality of a reported Concern and any ensuing investigation, including the identity of the reporting individual(s).

4.5 No Retaliation

No person reporting a Concern will suffer harassment, discrimination, retaliation or adverse employment consequences. Any retaliation made against a reporter is a material breach and may lead to disciplinary actions up to and including employment termination. Despite the foregoing, reporters who make a report in bad faith or with malicious intention may be subject to disciplinary actions up to and including employment termination.

V. TRAINING

5.1 General

a. All CDI Board members, Executive Management, other employees (full, part-time and craft), as well as seconded personnel, agents and regular consultants, will receive annual training on our Code, and related policies and procedures.

b. Depending on the management level of personnel, additional anti-corruption training may be required.

c. A training and information plan will be developed with the Integrity Officer and/or General Counsel and Human Resources to ensure all are aware of their responsibilities under the Code.

VI. BUSINESS WITH FOREIGN COUNTRIES AND OTHER TRADE COMPLIANCE

6.1 General

Business conduct in foreign countries sometimes differs from that in the U.S., both in terms of common practice and legality. The simple overriding consideration is that if any unethical or illegal activity is necessary to obtain or retain any business, CDI will not pursue or seek to retain that business.

6.2 Gifts

No individual may give or receive a gift from any foreign national with whom CDI has business dealings, or reasonably may have business dealings in the future. If an exchange of gifts is both a legal and normal practice, CDI will provide the gift and any gift received will become Company property (for clarity, the dollar threshold set forth in Section 2.3 will still apply).

6.3 Payments to Foreign Agents

a. CDI will observe the laws of foreign countries in which it operates concerning payment of agent fees and commissions, provided these laws are not in conflict with U.S. law. CDI personnel are not to engage in activities designated to circumvent foreign laws concerning retaining or paying sales representatives and consultants.

b. CDI's Board must approve hiring any foreign agent after due diligence has been performed in accordance with Article VII.

6.4 Sanctioned Countries

Transactions in certain countries can be prohibited or severely restricted by law. Prior to undertaking any business activities in a foreign country, CDI personnel must ensure that the country in which the work would take place is not sanctioned or embargoed by checking the "Sanctions Programs and Country Information" database maintained by the U.S. Office of Foreign Assets Control (OFAC): <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. When in doubt, the General Counsel or Integrity Officer must be consulted.

6.5 Blocked Persons

Similarly, CDI personnel must not do businesses with individuals and firms prohibited under applicable law, including those identified on OFAC's Specially Designated Nationals and Blocked Persons List (SDN-List): <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. When in doubt, consult the General Counsel or Integrity Officer.

6.6 Export Controls

CDI will comply with the export and re-export control rules and regulations under the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce,

and the International Trade in Arms Regulations (ITAR) administered by the U.S. Department of State, if applicable. The General Counsel or Integrity Officer must be consulted before exporting or importing goods or services to a foreign country.

6.7 Antitrust

a. CDI will comply with U.S. antitrust laws and similar laws of the countries in which it does business. Activities which involve limiting competition, restraining trade and other anti-competitive efforts to dominate a market may violate U.S. antitrust laws. Violations of antitrust laws can expose CDI and its personnel to criminal penalties and to civil lawsuits.

b. Antitrust concerns may also arise in formation of teaming agreements, joint ventures or other cooperative efforts to obtain business by combining the complementary capabilities of CDI and another company. Initial discussions with the potential partners on the feasibility of a cooperative arrangement are permissible. However, before any commitment to form such an arrangement is made, prior review by the General Counsel is required.

VII. SUPPLIER QUALIFICATION AND CONTRACTING

7.1 Due Diligence

a. As part of procuring goods and services, CDI shall perform appropriate due diligence on potential Suppliers. A Diligence Questionnaire is provided as an attachment to this Code, which may be amended from time-to-time by CDI's Director of Procurement after obtaining the approval of the Integrity Officer and General Counsel.

b. Responses to the Diligence Questionnaire will be evaluated diligently by CDI's procurement staff with supplemental reviews by CDI's finance, tax and legal departments, whenever significant financial weaknesses or other legal concerns are noted. Significant adverse findings related to desirable Suppliers (e.g. who may have a unique and/or valuable offering for decommissioning) will be reported to CDI's President for discussion. Parent company resources may be utilized for enhanced due diligence.

c. If the proposed Supplier will assist CDI in obtaining licenses, permits, or other regulatory approvals, then an enhanced due diligence must be performed. The employee in charge of the relationship with the Supplier will contact the Integrity Officer or General Counsel to collaborate on the enhanced due diligence action. If red flags are identified, then mitigation measures must be implemented to minimize their impact. Such mitigation measures should include, but are not limited to, Section 7.2 below.

7.2 Supplier Contract Clauses

a. Contracts with CDI Suppliers will contain the following general terms and conditions:

- 1) Termination for default remedies,
- 2) Requirement to comply with applicable laws, including the anti-bribery and anti-corruption,

- 3) Requirement to abide by our Code, or other substantially similar codes maintained by the Supplier or CDI's customer,
- 4) Duty to disclose any conflicts of interest,
- 5) Duty to promptly notify CDI if the Supplier learns or has reason to believe that a breach of the Code may have occurred in connection with the contract performance.

b. For entities identified as needing enhanced due diligence per Section 7.1(b), the following clauses must be included into any contract with CDI in addition to the clauses mentioned above:

- 1) A "right to audit" provision, providing access to the Supplier's relevant records on the specific engagement,
- 2) An obligation to obtain the prior approval by CDI before subcontracting all or part of its mandate,
- 3) Other financial assurance clauses, including without limitation, obligation to provide a bond or other form of security instrument, liquidated damages, and/or CDI's right to retainage, offsets or withholdings,
- 4) An obligation for the Supplier to provide documentary evidence of goods and/or services rendered under the specific engagement (for example, detailed description of services in the invoice or in the scope of work provision of the contract), and
- 5) An obligation to obtain prior written approval from CDI should the Supplier wish to subcontract all or part of its mandate.

VIII. DATA PRIVACY

8.1 General

This Article VIII. expands upon Section 1.6.c. regarding confidentiality. Personal information is any information which relates to a natural person and allows that person to be identified ("Personal Data"). The appropriate handling and processing of Personal Data is vital to the continued success of CDI and maintaining the trust of our client, employees and stakeholders. CDI is committed to ensuring that Personal Data is handled appropriately, consistently and in accordance with applicable Data Protection and Privacy laws.

8.2 Responsibilities

Our responsibilities with respect to Personal Data include:

- 1) Accountability. CDI is responsible for any Personal Data in its possession including information transferred from or to a third party.
- 2) Compliance. The processing of Personal Data must be compliant with internal policies, legal obligations and contractual requirements.

- 3) Oversight. CDI must nominate or appoint an individual to manage Data Protection and Privacy Compliance, any Personal Data complaints and any Data Privacy regulatory interactions.
- 4) Clear Processing Purpose. Only the minimum amount of essential Personal Data is processed and only for an authorized business purpose or to meet a legal obligation.
- 5) Information Protection. CDI must protect Personal Data internally, and when processed by third party suppliers, with appropriate technical and organizational controls including appropriate policies, processes, security and contractual clauses.
- 6) Training. Individuals involved in the Processing of Personal Data have completed appropriate Data Protection and Privacy Training and are appropriately aware of the requirements they need to comply with.
- 7) Data Storage. Personal Data is kept accurate and up to date and only retained for as long as is necessary
- 8) Individuals Rights. Individuals are informed at the outset about how their Personal Data will be processed and of their Personal Data rights (ensuring their Personal Data can be made accessible, be altered, deleted or stopped where required).
- 9) Breach Reporting. CDI must monitor and identify any Personal Data incidents or breaches. All incidents involving Personal Data must be appropriately contained, evaluated and rectified with an appropriate response, including where necessary individual, regulatory, law enforcement or government notifications. All customers, Suppliers and other business partners should be notified of any incident or near miss involving Personal Data as it relates to their respective employees.