

## I. DOING BUSINESS WITH NEXGEN ENERGY

NexGen Energy Ltd. (“NexGen” or the “Company”) is a Canadian company optimally developing the Rook I Project (“Rook I Project” or the “Project”) into the largest, low-cost producing uranium mine globally, incorporating the highest levels of environmental, social, and governance practices. In addition to focusing on the Rook I Project, NexGen is also active in exploration activities across our portfolio of highly prospective exploration uranium properties in the southwestern Athabasca Basin of Saskatchewan, Canada.

Since its inception in 2011, NexGen has been driven by a clear vision of delivering clean energy fuel for the future. As the Company continues to grow and evolve, NexGen is fully committed to ensuring that our values of honesty, respect, resilience and accountability remain core to who we are and how we operate – a disciplined and committed team determined to create as much positivity as possible for as many people as possible.

At NexGen, our values guide our employees’ behaviours and actions whereby we act with utmost honesty, integrity, and professionalism in everything we do. These values apply to all aspects of NexGen’s business and are reflected in this Supplier Code of Conduct (“Supplier Code” or “Code”). This Code forms part of the Company’s Code of Ethics and clearly outlines the ethical and professional behavior expected from NexGen contractors, vendors, consultants, subcontractors, service providers, and any other third parties who may provide labour, materials, and/or consulting/professional services to the Company’s Saskatchewan-based operations (each a “Supplier”).

## II. APPLICATION AND SCOPE

Our Supplier Code sets out the minimum standards of conduct to which Suppliers and their personnel, representatives, employees, agents, subcontractors, assignees, and affiliated entities (collectively referred to as “Supplier Representatives” or “Representatives”) must adhere while conducting business with, or on behalf of, NexGen. Suppliers must take appropriate steps to ensure the Supplier Code is communicated to, understood by, and complied with by their Representatives and followed while they do business with, or on behalf of, NexGen. NexGen reserves the right to amend and modify the Supplier Code, from time to time, at its discretion.

### 1. Health and Safety

NexGen prioritizes the health, safety, and well-being of employees and contractors, and is committed to preventing injuries, fatalities, and occupational diseases through a safe and healthy workplace. The Company works to ensure that everyone gets home safely each day. Suppliers and their Representatives each share the responsibility of ensuring that NexGen’s workplace(s) and the communities we serve are safe.

In addition to any other legal reporting requirements, each Supplier must immediately report to their NexGen Representative any occupational injuries, unsafe conditions or practices, and damage to property occurring as a result of the Supplier’s activities for, or on behalf of, the Company.

We expect our Suppliers to:

- comply with all applicable occupational health and safety laws and regulations;
- ensure that all Representatives possess the necessary knowledge, skills, training, and equipment to carry out their tasks safely;
- provide a safe, healthy, and sanitary working environment, including appropriate personal protective equipment, safe operating equipment, and appropriate engineering controls;
- maintain policies and controls protecting the health and safety of their workforce;
- ensure workers are fit for duty; and
- continually improve their health and safety performance.

## 1. Indigenous Commitment

NexGen acknowledges and values the community interests and aspirations of those potentially affected by its operations. The Company acknowledges the many First Nations and Métis peoples who have been the stewards of these lands for generations and is grateful for the Indigenous Knowledge Keepers and Elders who are present today as well as those who have gone before us.

NexGen recognizes true collaboration with Indigenous Peoples as an act of reconciliation and expresses gratitude to those whose territory we are visiting and working with in. We are committed to ongoing collaboration with Indigenous Peoples as we walk together for the duration of our operations.

In line with the Company's ongoing commitments to these communities, NexGen's Suppliers are required to follow the Local Content Policy included with every contract and to form meaningful partnerships that support education, local skills development, employment, and subcontracting opportunities.

This approach fosters sustainable growth, deepens relationships, and creates enduring, positive impacts for future generations.

NexGen has established an aspirational target of 30% of the overall Rook I Project expenditures spend to be sourced from the Local Priority Area Businesses and or Local Priority Area Partnerships, demonstrating our commitment to social economic development with our First Nation and Métis Partners.

NexGen is also committed to continuing to achieve significant levels of Indigenous employment on the Rook I Project and has established an aspirational target that at least 75% of the Project's overall workforce will be composed of individuals from the Local Priority Area.

The Local Priority Area comprises the local communities closest to the Project that would experience most of the Project effects and for which NexGen will prioritize local training, employment, and business opportunities for the Project. These communities are located along, or accessed via, Highways 155 and 955 north of the intersection of Highways 155 and 925.

NexGen believes that Suppliers should, where applicable, use best efforts to match or better NexGen's commitment's and engage respectfully with Indigenous and other communities to maximize opportunities through subcontracting, employment, and training (including respecting Indigenous Nations' Rights and traditions).

## 2. Labour and Human Rights

NexGen supports and respects internationally recognized human rights as set out in the Universal Declaration of Human Rights and in a manner consistent with the [United Nations \(the "UN"\) Guiding Principles on Business and Human Rights](#). We uphold the dignity, fundamental freedoms, and human rights of our workforce and the communities in which we live and work, and others affected by our activities. We support the spirit and intent of the UN's Universal Declaration of Human Rights and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work.

NexGen expects its Suppliers to comply fully with employment, human rights, and labour laws and regulations, including the [Fighting Against Forced Labour and Child Labour in Supply Chains Act, SC 2023](#).

### i. Equal Opportunity Rights (No Discrimination, Abuse, or Harassment)

Suppliers must not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practices. NexGen operates in a socially responsible and inclusive manner, as highlighted by our [Human Rights Policy](#), [Respect in the Workplace](#) and [Diversity Policy](#).

Suppliers shall create and maintain a work environment free of discrimination, harassment, or any other form of abusive or inappropriate behaviour or retaliation based upon race, ethnic or national origin, language, colour, religious beliefs, age, marital status, family status, sexual orientation, gender, gender identity, gender expression, source of income, physical disability, mental disability, or any other legally protected characteristic.

Suppliers shall not condone or tolerate such behaviours by their Representatives. Engaging in any of these behaviours or permitting any of their Representatives to engage in such behavior, may result in termination of the Supplier's contract with NexGen or the removal of Supplier's Representatives or other personnel from Company property as deemed appropriate and at NexGen's sole discretion.

#### **ii. Labour Conditions**

Suppliers must ensure that no child labour, forced labour, bonded labour, or indentured labour (as defined in the [Fighting Against Forced Labour and Child Labour in Supply Chains Act, SC 2023](#)) will be used in any supply chain. All labour must be voluntary. Suppliers must ensure that their Representatives and any other employees are free from undue risk of physical harm or exploitation and are compensated in accordance with all applicable wage and work-hour laws and regulations.

Suppliers shall maintain accessible grievance channels for workers and their representatives to raise concerns without fear of retaliation, and track resolution of complaints.

Suppliers must review their operations to ensure they mitigate the risk of forced or child labour entering their supply chains, as well as collect the necessary data to meet their reporting obligations or to support NexGen's reporting requirements, as may be developed and modified by NexGen in its sole discretion.

#### **iii. Respect and Dignity**

Suppliers must treat their workers and employees and NexGen employees with respect and dignity.

#### **iv. Immigration**

All Supplier Representatives required to perform work in Canada must be authorized to legally work in Canada. The Supplier shall obtain all necessary documentation evidencing such authorization prior to permitting that Representative to work for NexGen in Canada.

#### **v. Compliance**

Suppliers must implement and maintain a reliable record-keeping system for the eligibility of all workers, including age, eligibility, and legal status of foreign workers. Engaging child labour, forced labour, bonded labour, or indentured labour is a crime within the context of the relevant Canadian laws and international conventions, including the [Fighting Against Forced Labour and Child Labour in Supply Chains Act, SC 2023](#).

Non-compliance with these requirements will result in the termination of the Supplier's contract with NexGen.

### **3. Supply Chain Governance and Ethical Conduct**

NexGen is committed to managing a responsible and transparent supply chain. We expect our Suppliers to operate with integrity, meet all applicable legal and ethical standards, and to support NexGen's values in all aspects of their work.

#### **i. Supplier Management and Prequalification**

Before working with NexGen, all Suppliers must undergo a prequalification process. This includes checks on safety performance, financial stability, legal compliance, and ethical practices. Once approved, Suppliers are reviewed periodically to ensure continued alignment with NexGen's standards.

## ii. Ethical Standards and Compliance

NexGen has zero tolerance for:

- forced labour, child labour, or modern slavery; and
- bribery, corruption, or dishonest conduct.

Suppliers must comply with all applicable laws, including the [Fighting Against Forced Labour and Child Labour in Supply Chains Act, SC 2023](#). The Company expects Suppliers to maintain systems in place to prevent unethical practices and to cooperate with NexGen's audits and reporting requirements. Any breach may result in contract termination or other action.

## 4. Sustainability

NexGen focuses on responsible and optimal exploration and development, which involves incorporating environmental stewardship, social advancement, and sustainable long-term economic benefits for local Indigenous Nations and stakeholders. Our Suppliers must be aligned with our [Sustainability Policy](#).

## 5. Environment

NexGen complies with or exceeds local environmental regulations and is committed to protecting the environment throughout the lifecycle of its operations and for future generations.

We expect our Suppliers to:

- obtain (where applicable), maintain, and comply with all legally required environmental permits, licenses, approvals, and other certifications necessary for their operations;
- responsibly manage environmental impacts, including but not limited to greenhouse gas emissions, water usage, non-hazardous and hazardous waste, and hazardous materials; and
- continually improve their environmental performance by developing and using environmentally friendly innovations and practices that reduce negative environmental impacts.

## 6. Acting Responsibly

### i. Anti-Corruption

Suppliers and their Representatives are strictly forbidden from, directly or indirectly, promising, offering, giving, or accepting anything of value to any public official or private party with the intent to secure an improper advantage or influence. They must comply with all applicable national and international anti-corruption and anti-bribery laws and regulations, as well as NexGen's [Code of Ethics](#).

### ii. Conflict of Interest

Suppliers and their Representatives must not engage in any activities that may result in, or be perceived as resulting in, a conflict between their personal interests—including those of family members—and the interests of NexGen. Suppliers must exercise due care and diligence to avoid situations where they or any of their Representatives might improperly benefit, or appear to benefit, from information obtained through their business dealings with NexGen.

### iii. Business Records

Suppliers must create, retain, and dispose of business records in strict compliance with all applicable legal and contractual obligations. NexGen reserves the right to periodically review and request relevant Supplier records related to work conducted for NexGen. Upon request, records, accounts, books, and documents must be provided to NexGen promptly. Falsification of records or misrepresentation of supply chain conditions or practices is strictly prohibited and may result in termination of the Supplier's business relationship with NexGen.

#### **iv. Corporate Property**

Suppliers must protect all NexGen tangible and intangible property and ensure that such assets are used solely for NexGen business-related purposes, in accordance with Company policies, and applicable laws.

#### **v. Intellectual Property**

Suppliers must respect and protect NexGen's intellectual property rights, including our trademarks, service marks, logos, copyrights, trade secrets, inventions, discoveries, and patents. Suppliers must comply with all applicable laws governing intellectual property rights, including protection against disclosure, patents, copyrights, and trademarks.

#### **vi. Confidentiality, Privacy, and Data Protection**

"Confidential Information" refers to all of NexGen's proprietary and non-public information, including without limitation, with respect to its business activities, operations, procedures, security, contractual terms, pricing, employees, and/or customers. NexGen is committed to maintaining the security and integrity of our own Confidential Information and the personal information of our customers, employees, and Suppliers.

Suppliers must comply with their contractual obligations and all applicable privacy, security, and data protection laws and regulations. The obligation to protect NexGen's Confidential Information continues even after the business relationship ends.

Suppliers must notify NexGen immediately of any actual or suspected privacy breaches, security breaches, or loss of our information and must assist NexGen in managing any resulting consequences.

#### **Information and Data Security**

NexGen maintains an information security program that meets and exceeds recognized industry standards. Approved Suppliers are provided access to digital assets and information security systems (including equipment, systems, and online services) to facilitate effective collaboration.

Suppliers with access to our information security systems must maintain a security program in place on their own systems that meets or exceeds recognized industry standards. Suppliers must implement all necessary safeguards to protect information assets when managing or transmitting electronic communications with NexGen's systems.

Suppliers must fulfill all contractual obligations related to information security, including data protection and proper destruction practices. Suppliers are also responsible for completing any mandated information technology training and adhering to NexGen information technology policies.

#### **vii. External Recognition**

Suppliers must not use the name, trademark, logo, or any other imagery or intellectual property of NexGen for any reason, including marketing, endorsements, or promotional activities, without the prior written consent of NexGen, which may be revoked at any time in NexGen's sole and absolute discretion. Any reference to the NexGen name maybe construed as an endorsement; therefore, Suppliers must consult with their NexGen Representative prior to using our name, logo, or other trademarks.

Suppliers are prohibited from making posts or comments on social media that imply that they are speaking for, or on behalf of, NexGen. Disclosure of Confidential Information, proprietary information, or non-public information regarding NexGen, its employees, or its operations on social media is strictly prohibited. Suppliers must not participate in online communications or participate in social media sites, virtual chat rooms, or newsgroup discussions about NexGen unless explicitly authorized.

Suppliers are expected to comply with NexGen's Social Media Policy which is provided in all Request for Proposals and is referenced in all contracts.

### **viii. Supplier Compliance**

The requirements outlined in this Supplier Code are to supplement and do not replace the legal and contractual obligations of Suppliers or the standards of conduct established in NexGen's other policies. These additional policies may contain more detailed provisions related to the topics addressed in this Supplier Code, include but are not limited to:

- Code of Ethics
- Corporate Governance Guidelines
- Disclosure Policy
- Diversity Policy
- Human Rights Policy
- Insider Trading Policy
- Respectful Workplace Policy
- Sustainability Policy
- Whistleblower Policy

The referenced policies can be found on the NexGen's official website.

The Supplier Code establishes the minimum standards that Suppliers must meet. Exceeding these standards is strongly encouraged. The expectations outlined in the Supplier Code do not override the NexGen Code of Ethics, applicable laws, or the Supplier's contractual obligations. The Supplier Code should be construed as supplemental to the Supplier's contractual obligations. In the event of any conflict, the terms in the Supplier's contract with NexGen will take precedence.

Where the Supplier Code and national or local laws address the same subject matter, Suppliers must comply with the more stringent requirements. The Supplier Code does not create new and additional third-party rights for the Suppliers, or any other third parties, including the Suppliers' employees, workers, affiliates, and subcontractors.

The conduct of Suppliers and their Representatives may influence or affect the work environment at NexGen. Failure to comply with the standards set forth in the Supplier Code and all applicable local and federal laws could result in disciplinary action up to and including immediate removal from NexGen property, termination of contracts in accordance with contractual terms, subsequent disqualification as a future Supplier to NexGen, and/or disclosure to the appropriate authorities if there is a violation of law and/or legal action.

NexGen reserves the right to audit Suppliers and their Representatives to confirm compliance with the Supplier Code.

### **ix. Raising Concerns**

All individuals working with or for NexGen must promptly report, in writing, any situation that may involve a breach of applicable laws or policies, including this Supplier Code of Conduct. Suppliers are encouraged to contact their NexGen business representative or a member of the Procurement and Supply Chain team with questions or for guidance.

NexGen strictly prohibits retaliation against anyone who, in good faith, reports a concern or participates in an investigation related to potential non-compliance of the Supplier Code. For more information, please refer to NexGen's [Whistleblower Policy](#).

Suppliers are encouraged to establish confidential grievance mechanisms that enable their workforce and stakeholders to raise concerns without fear of retaliation.

**x. Monitoring and Corrective Action**

Suppliers and their Representatives are required to:

- maintain process to regularly assess and monitor their ethical, health and safety, and environmental standards;
- review and understand all provisions of this Supplier Code of Conduct; and
- comply with all obligations and requirements specified in their contracts with the NexGen.

If concerns arise, NexGen may engage with Suppliers to assess potential risks and, where appropriate, support corrective actions. Suppliers may be required to provide relevant information, certifications, or verification to demonstrate efforts to align with this Supplier Code of Conduct. If a Supplier fails to demonstrate reasonable efforts toward compliance, their contract(s) and future relationship with NexGen will be reviewed, and may be suspended, discontinued, or terminated.

This Supplier Code of Conduct may be reviewed and updated periodically to reflect evolving industry standards and best practices. Suppliers are expected to keep themselves informed of and comply with any such changes. The most current version of the Supplier Code of Conduct is posted on NexGen's [Supplier Page](#) on the corporate website.

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