

INFORMATION ACCESS AGREEMENT BETWEEN
NEWCLEO AMERICAS LLC AND
THE UNITED STATES NUCLEAR REGULATORY COMMISSION

This agreement is made and effective on this 7th day of April, 2026 ("Effective Date") by and between the UNITED STATES NUCLEAR REGULATORY COMMISSION (NRC) and NEWCLEO AMERICAS LLC ("Newcleo") (collectively "the Parties") for the purpose of facilitating the NRC's access to an online reference portal maintained by Newcleo, through which NRC staff and contractors approved in accordance with Section 1 ("the authorized NRC staff and contractors") may access certain documents related to activities associated with the Newcleo reactor design.

Whereas Newcleo desires to enhance the NRC's ability to timely and efficiently perform its regulatory licensing responsibilities with respect to activities associated with the Newcleo reactor design, including by providing the authorized NRC staff and contractors with access to certain documents owned by or under the control of Newcleo through an online reference portal so that the NRC staff may access such information in a timely manner; and

Whereas information accessed by the authorized NRC staff and contractors may consist of information considered by Newcleo to be trade secrets or privileged or confidential commercial and financial information ("Proprietary Information"); and

Whereas Newcleo is willing to make such Proprietary Information available to the authorized NRC staff and contractors for the purpose of promoting timely and efficient performance of the NRC's regulatory licensing responsibilities with respect to activities associated with the Newcleo reactor design, subject to the terms and conditions set forth below.

The Parties mutually agree as follows:

Terms:

1. At no charge to the NRC staff, Newcleo agrees to maintain and make available to the authorized NRC staff and contractors an online reference portal in which Newcleo will provide access to documents relating to activities associated with the Newcleo reactor designs, which may include Proprietary Information. Newcleo will provide the NRC staff with login credential access to the online reference portal. The Parties will separately agree upon a list of the authorized NRC staff and contractors permitted to use the login credential access. This list of the authorized users will include only the NRC staff and contractors who have been determined to have a requisite need to access the online reference portal in furtherance of official duties in relation to regulatory licensing responsibilities with respect to activities associated with the Newcleo reactor design. This list of authorized users may be revised from time to time upon agreement of the Parties. The points of contact for the Parties for the purpose of agreeing upon the list of authorized users are Newcleo's Global Licensing and Safety Director (for Newcleo) and the NRC's Lead Project Manager for Newcleo (for the NRC).
2. The Authorized NRC staff and contractors may use the online reference portal only to access Newcleo documents, including Proprietary Information, and only in furtherance

Enclosure

of official duties and in accordance with any of Newcleo's reasonable policies and procedures governing access and use. The Parties expressly recognize that Newcleo reserves the right to revoke the NRC staff access to the portal at any time.

3. The online reference portal will be available to the authorized NRC staff and contractors through "read only" access with no capability to (a) modify information on the online reference portal, (b) control the online reference portal application, or (c) print, save, or download information from the online reference portal.
4. The Parties expressly acknowledge that documents placed into the online reference portal and made available to the authorized NRC staff and contractors are owned by and under the control of Newcleo. The NRC staff does not consider documents placed in the online reference portal to constitute "agency records" for purposes of the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the NRC's implementing FOIA regulations in Title 10 of the *Code of Federal Regulations* (10 CFR) Part 9. The fact that Newcleo makes Proprietary Information available to the NRC staff as provided in this agreement shall not, in and of itself, be construed as a waiver of the proprietary nature of such Proprietary Information, or as an indication that such information residing within the online reference portal is not "owned by," "under the control of," and "in the possession of" Newcleo.
5. If the NRC staff determines that information viewed or accessed via the online reference portal is necessary for formal evaluation or otherwise necessary in support of the NRC's regulatory licensing responsibilities with respect to activities associated with the Newcleo reactor design, the NRC staff will request that Newcleo formally submit such information in accordance with 10 CFR § 50.4, "Written communications." Newcleo shall abide by the requirements in 10 CFR § 2.390(b) when submitting such information to the NRC staff if Newcleo seeks to have information contained within that correspondence withheld from public disclosure. If the NRC receives a FOIA request that encompasses records formally submitted by Newcleo to the NRC in accordance with the affidavit requirements, such information shall be subject to disclosure only in accordance with the provisions of 10 CFR § 9.19, "Segregation of exempt information and deletion of identifying details."
6. Information made available to the authorized NRC staff and contractors only through the online reference portal does not constitute "communications" as part of the formal licensing, oversight, or enforcement functions with respect to the Newcleo reactor design pursuant to applicable regulations contained in 10 CFR. Newcleo is not required to submit an affidavit or mark documents in accordance with 10 CFR § 2.390 when making them accessible through the online reference portal. Newcleo makes no warranty, guarantee, or representation as to the completeness or accuracy of information that the authorized NRC staff or contractors' access through the portal.

The NRC requirements governing completeness and accuracy of information apply to any information that Newcleo submits to the NRC in accordance with NRC regulations, or information that Newcleo is otherwise required to maintain or provide pursuant to statute, order, license, or regulation.

- 7. This Agreement may be modified at any time in a writing signed by the Parties. Either party shall have the right, upon written notice to the other party, to terminate this Agreement, in whole or in part, at any time, without cost, penalty, or liability to any party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

UNITED STATES NUCLEAR REGULATORY COMMISSION

By: **JOSHUA
BORROMEIO**

Digitally signed by JOSHUA
BORROMEIO
Date: 2026.04.07 09:38:44 -04'00'

Title: Chief, Advanced Reactor Licensing Branch 1

NEWCLEO AMERICAS LLC

By: James Cook
Title: President
Date: 28 Apr 26