I. Purpose

A. This Addendum to Conflicts of Interest Policy (collectively, "**Addendum**") is to set forth specific requirements applicable with respect to funding Toshiba International Corporation ("**TIC**") receives from the U.S. Department of Energy ("**DOE**"). In conjunction with the Policy (as such term is hereinafter defined), this Addendum establishes standards that provide a reasonable expectation that the design, conduct and reporting of projects wholly or in part funded under DOE financial assistance awards (e.g. a grant, cooperative agreement or technology investment agreement) will be free from bias resulting from financial or organizational conflicts of interest.

II. Scope

A. This Addendum applies to each Investigator (as such term is hereinafter defined) who is planning to participate in or is participating in any Project ("**Participant**").

B. For clarity, a Conflict of Interest or Conflict (as such terms are defined in the Policy) includes any and all FCOIs (as such term is hereinafter defined) under this Addendum, and the Policy shall apply to all TIC Investigators subject to this Addendum.

C. This Addendum is incorporated into and must be read in combination with the Policy.

III. Definitions

A. Capitalized terms used but not otherwise defined herein have the definition assigned to such term in the Toshiba Americas Group Conflict of Interest Policy ("**Policy**").

B. "**DOE COI Policy**" means the U.S. Department of Energy Interim Conflict of Interest Policy, dated December 20, 2021.

C. **"FCOI"** means a financial conflict of interest, which refers to a situation in which an Investigator or Investigator's spouse or dependent children has a Significant Financial Interest or financial relationship that could directly and significantly affect the design, conduct, reporting or funding of a project.

D. "**Institution of Higher Education**" has the definition provided at 20 U.S.C. §1001(a).

E. "**Investigator**" means the Principal Investigator and any other person, regardless of title or position, who is responsible for or, if required by DOE, participates in, the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

F. "**Non-Federal Entity**" means a state, local government, Indian tribe, Institution of Higher Education, nonprofit organization, or for-profit organization that carries out a DOE award as a recipient or Subrecipient.

G. "**OCOI"** means an organizational conflict of interest, which refers to a situation where, because of relationships with a parent company, affiliate, or subsidiary organization, TIC is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

H. "**Official**" means the individual designated by TIC with the authority and responsibility to act on behalf of TIC to ensure compliance with the DOE COI Policy, which shall be TIC's Chief Ethics and Compliance Officer (CECO).

I. "**Principal Investigator**" means the person designated as a principal investigator of a project funded under a DOE financial assistance award.

J. "**Project**" means a project funded under a DOE award.

K. "**Senior/Key Personnel**" means the Principal Investigator; any other person who significantly influences the design, conduct, or reporting of a Project (as such term is hereinafter defined); and any other person identified as senior/key personnel by TIC in its applicable application for financial assistance, approved budget, progress report, or any other report submitted to the DOE by TIC under the DOE COI Policy.

L. **"Significant Financial Interest"** refers to a financial interest consisting of one or more of the following interests of the Investigator (and those of the Investigator's spouse and dependent children) that reasonably appears to be related to the Investigator's Non-Federal Entity responsibilities:

1. With regard to any foreign or domestic publicly traded entity, a Significant Financial Interest exists if the value of any remuneration received from the entity in the twelve (12) months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds $5,000. For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value;

2. With regard to any foreign or domestic non-publicly traded entity, a Significant Financial Interest exists if the value of any remuneration, not otherwise disclosed as current, pending,

or other support, received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds $5,000, or when Investigator (or the Investigator's spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest);

3. Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.

The term "**Significant Financial Interest**" does not include the following types of financial interests: salary, royalties, or other remuneration paid by TIC to the Investigator if the Investigator is currently employed or otherwise appointed by TIC, including intellectual property rights assigned to TIC and agreements to share in royalties related to such rights; any ownership interest in TIC held by the Investigator, if TIC is a commercial or for-profit organization; income from investment vehicles, such as mutual funds and retirement accounts, as long as Investigator does not directly control the investment decisions made in these vehicles; income from seminars, lectures, or teaching engagements sponsored by a Federal, state, or local government agency of the U.S., a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education; or income from service on advisory committees or review panels for a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education.

M. "**Subrecipient**" means an entity, usually but not limited to Non-Federal Entities, that receives a subaward from a pass-through entity to carry out part of a Federal award, but does not include an individual that is a beneficiary of such award.

IV. <u>Policy</u>

A. Financial Conflicts of Interest

1. TIC is required to inform each Investigator of TIC's policy on FCOI, the Investigator's responsibilities regarding disclosure of Significant Financial Interests, and of the DOE COI Policy.

2. TIC shall take such actions as necessary to manage FCOI, including FCOI of Subrecipient Investigators as required pursuant to the DOE COI Policy. Such management activity shall include development and implementation of management plan and, if necessary, retrospective review and mitigation report subject to DOE COI Policy requirements. TIC shall also provide FCOI reports to the applicable DOE program office regarding all financial conflicts of interest of all Subrecipient Investigators consistent with the DOE COI Policy

(*i.e.* prior to expenditure of funds and within sixty (60) days of any subsequently identified FCOI).

3. TIC shall provide initial and ongoing FCOI reports to DOE as required pursuant to the DOE COI Policy.

4. TIC shall maintain records relating to all Investigator disclosures of financial interests and TIC's review of and response to such disclosures (regardless of whether a disclosure resulted in TIC's determination of a FCOI) and all actions under TIC's policy or retrospective review, if applicable, for three years from TIC's final financial report or for such time period from other dates specified in the applicable DOE award's terms and conditions.

5. TIC shall certify prior to award that TIC:

   a. Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
   b. Shall promote and enforce Investigator compliance with DOE COI Policy's requirements, including those pertaining to disclosure of Significant Financial Interests;
   c. Shall manage financial conflicts of interest and provide initial and ongoing FCOI reports to DOE consistent with DOE COI Policy;
   d. Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and TIC's review of, and response to, such disclosure, whether or not the disclosure resulted in TIC's determination of a FCOI; and
   e. Shall fully comply with the requirements of the DOE COI Policy.

Reporting of FCOI

6. Prior to TIC's expenditure of any funds under a DOE-funded project, TIC shall provide to the applicable DOE program office a FCOI report generated by the Official regarding any Investigator's unmanaged or unmanageable Significant Financial Interest found by TIC to be conflicting. TIC shall provide, on request, FCOI reports and supporting documentation about any Significant Financial Interest found by TIC to be conflicting, regardless of whether or not the conflict has been managed, mitigated, or eliminated. In cases in which TIC identifies a FCOI and eliminates it prior to the expenditure of DOE-awarded funds, TIC need not submit a FCOI report to the DOE program office.

7. For any Significant Financial Interest that TIC identifies as conflicting subsequent to TIC's initial FCOI report during an ongoing Project (e.g., upon the participation of an Investigator who is new to the project), TIC shall:

a. When a DOE program office requires TIC to include only unmanaged or unmanageable Investigator FCOIs in the FCOI Report, provide to DOE within sixty (60) days an FCOI report regarding the FCOI if TIC's designated official determines that the FCOI is unmanageable. Additionally, if, during a retrospective review, bias is found, TIC is required to notify the DOE program office promptly and submit a mitigation report generated by the Official to the DOE program office.

b. When a DOE program office requires TIC to include all Investigator FCOIs, including managed and unmanaged/unmanageable FCOIs, in the FCOI Report, provide to DOE within sixty (60) days, an FCOI report generated by the Official regarding the FCOI and ensure that TIC has implemented a management plan in accordance with this Policy. Where such FCOI report involves a Significant Financial Interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed or managed by TIC (e.g., was not timely reviewed or reported by a Subrecipient), TIC also is required to complete a retrospective review to determine whether any project funded under a DOE award, or portion thereof, conducted prior to the identification and management of the FCOI was biased in the purpose, design, conduct, or reporting of such project. Additionally, during a retrospective review, if bias is found after conducting the retrospective review, TIC is required to notify the applicable DOE program office promptly and submit a mitigation report to such office.

8. For any FCOI previously reported by TIC with regard to an ongoing Project, TIC shall provide DOE with an annual FCOI report generated by the Official that addresses the status of the FCOI and, if applicable, any changes to the management plan for the duration of the DOE award.

B. Organizational Conflicts of Interest

1. TIC must disclose in writing any potential or actual OCOI to the applicable DOE program officer.[1] Such disclosure shall be provided in an application for financial assistance or prior to engaging in a procurement or transaction using DOE funds with a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe.

2. If the effects of the potential or actual OCOI cannot be avoided, neutralized, or mitigated, the anticipated procurement or other transaction using DOE funds may not be made. Where there is an OCOI that cannot be avoided, neutralized, or mitigated, TIC must procure goods and services from other sources when using DOE funds.

[1] A list of what such disclosure should include (but is not limited to) is set forth in the DOE COI Policy

V. Responsibilities

A. Investigator

1. FCOI

a. Each Investigator shall complete training of (1) the Policy and this Addendum and the Investigator's responsibilities regarding disclosure of Significant Financial Interests, and (2) the DOE COI Policy:

   i. prior to engaging in any projects related to any DOE financial assistance award,
   ii. at least every four (4) years, and
   iii. immediately in the following circumstances:

      a. TIC revises its financial conflict of interest policies or procedures in any manner that affects the requirements of Investigators;
      b. An Investigator is new to TIC;
      c. TIC finds that an Investigator is not incompliance with TIC's financial conflict of interest policy or management plan.

b. Each Investigator planning to participate in a DOE award must disclose to the Official the Investigator's Significant Financial Interests (and those of their spouse and dependent children) no later than the time of application of the DOE award or, if the Investigator is being added after time of application, prior to participating in a project funded under a DOE award.

c. Investigators also must disclose the occurrence of any reimbursed or sponsored travel (*i.e.,* that which is paid on behalf of the Investigator and not reimbursed to the Investigator so that the exact monetary value may not be readily available) related to their institutional responsibilities that is not otherwise disclosed in current and pending or other support disclosures, provided that this disclosure requirement does not apply to travel that is reimbursed or sponsored by a Federal, state, or local government agency of the United States; a domestic Institution of Higher Education; or a domestic research institute that is affiliated with a domestic Institution of Higher Education. Such disclosure shall include, at a minimum, the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration of the trip. In accordance with the Policy and this Addendum, the Official will determine if further information is needed, including a determination or disclosure of monetary value, in order to determine whether the travel constitutes a FCOI with the project funded under the DOE award.

d. Each Investigator must submit an updated disclosure of Significant Financial Interests at least annually by January 31 of each year during the award period for the applicable DOE award and also within thirty (30) days of discovering or acquiring (e.g. through purchase, marriage or inheritance) a new Significant Financial Interest. Such disclosure shall include any information that was not disclosed initially to TIC pursuant to subsection (b) above, or in a subsequent disclosure of Significant Financial Interests (e.g. any FCOI identified on a DOE award that was transferred from another Non-Federal Entity), and shall include updated information regarding any previously disclosed Significant Financial Interest (e.g. the updated value of a previously disclosed equity interest).

e. Each original and updated disclosure shall be signed and dated by the Investigator and include a certification that reads: “I understand that this Disclosure is required to obtain funding from the U.S. Government. I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Disclosure Statement is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to U.S. Government’s funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.”

f. Each Investigator participating in a DOE award must submit an updated disclosure of Significant Financial Interests within thirty (30) days of discovering or acquiring a new Significant Financial interest.

   i. An Investigator's Significant Financial Interest is related to a Project when TIC, through the Official, reasonably determines that the Significant Financial Interest could be affected by such Project, could affect such Project, is in an entity whose financial interest could affect such Project, or is in an entity whose financial interest could be affected by such Project.
   ii. TIC may involve the Investigator in the Official’s determination of whether a Significant Financial Interest is related to such Project.
   iii. A FCOI exists when TIC, through the Official, reasonably determines that the Significant Financial Interest could directly and significantly affect the purpose, design, conduct, or reporting of such Project.

2. **OCOI**

a. Before the Investigator approves of TIC engaging in a procurement or transaction using DOE funds with a parent, affiliate or subsidiary organization that is not a state or local government or Indian tribe, Investigator must contact the Official to determine whether a potential or actual OCOI exists.

b. In the event a potential or actual OCOI exists, this must be disclosed to the DOE. Such disclosure shall be provided in an application for financial assistance or prior to engaging in a procurement or transaction using DOE funds with a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe.

B. Official

1. **General**

a. The Official shall solicit and review disclosures of Significant Financial Interests from each Investigator who is planning to participate in, or is participating in, a Project, including disclosures of Subrecipient Investigators pursuant to requirements in the DOE COI Policy.

b. Prior to TIC's expenditure of any funds under a DOE award, consistent with this Addendum and the DOE COI Policy, the Official shall:

i. review all Investigator disclosures of Significant Financial Interests;
ii. determine whether any such disclosures relate to the project funded under the DOE award[2];
iii. determine whether a FCOI exists; and,
iv. if so, develop and implement a management plan that shall specify the actions that have been and shall be taken to manage such FCOIs.

2. **Management of FCOI**

[2] An Investigator's Significant Financial Interest is related to a Project when TIC, through the Official, reasonably determines that the Significant Financial Interest could be affected by such Project, could affect such Project, is in an entity whose financial interest could affect such Project, or is in an entity whose financial interest could be affected by such Project.

a. Prior to TIC's expenditure of any funds under a DOE award, the Official shall, consistent with the requirements of the DOE COI Policy: review all Investigator disclosures of Significant Financial Interests; determine whether any of the disclosures relate to the applicable Project; determine whether a FCOI exists; and, if so, develop and implement a management plan that shall specify the actions that have been, and shall be, taken to manage such FCOI. The DOE COI Policy includes a non-exhaustive list of conditions or restrictions, one or more of which might be imposed to manage a FCOI.

b. Whenever, in the course of an ongoing Project, an Investigator who is new to participating in such Project discloses a Significant Financial Interest or an existing Investigator discloses a new Significant Financial Interest to TIC, the Official shall, within sixty (60) days: review the disclosure; determine whether it is related to such Project; determine whether a FCOI exists; and, if so, implement, on at least an interim basis, a management plan that shall specify the actions that have been, and will be, taken to manage such FCOI.[3]

c. Whenever TIC identifies a Significant Financial Interest that was not timely disclosed by an Investigator or, for whatever reason, was not previously reviewed by TIC during an ongoing Project (e.g. was not timely reviewed or reported by a Subrecipient), the Official shall, within sixty (60) days: review the Significant Financial Interest; determine whether it is related to such Project; determine whether a FCOI exists; and, if so:

   i. Implement, on at least an interim basis, a management plan that shall specify the actions that have been and will be taken to manage such FCOI going forward;

   ii. |Whenever a FCOI is not identified or managed in a timely manner, including failure by the Investigator to disclose a Significant Financial Interest that is determined by TIC to constitute a FCOI; failure by TIC to review or manage such a FCOI; or failure by the Investigator to comply with a FCOI management plan, the Official shall, within one hundred twenty (120) days of TIC's determination of noncompliance, complete a retrospective review of the Investigator's activities and the applicable Project to determine whether any project activity, or portion thereof, conducted during the time period of the noncompliance, was biased in the purpose, design, conduct, or reporting of such Project. The Official is required to document the retrospective review; such documentation shall include, but not necessarily be limited to, all of the following key elements:

[3] Depending on the nature of the Significant Financial Interest, TIC may determine that additional interim measures are necessary with regards to the Investigator's participation in the Project between the date of disclosure and completion of TIC's review

(1) DOE award number;
(2) Project title;
(3) Principal investigator or contact Principal investigator if a multiple PI model is used;
(4) Name of the Investigator with the FCOI;
(5) Name of the entity with which the Investigator has a FCOI;
(6) Reason(s) for the retrospective review;
(7) Detailed methodology used for the retrospective review (e.g. methodology of the review process, composition of the review panel, documents reviewed);
(8) Findings of the review; and
(9) Conclusions of the review.

iii. Based on the results of the retrospective review, if appropriate, the Official shall update the previously submitted FCOI report, specifying the actions that will be taken to manage the FCOI going forward. If bias from a previously undisclosed or unreviewed Significant Financial Interest is found, TIC is required to notify the applicable DOE program office promptly and submit a mitigation report to such office. The mitigation report must include, at a minimum, the key elements documented in the retrospective review above, a description of the impact of the bias on the Project, and TIC's plan of action or actions taken to eliminate or mitigate the effect of the bias (e.g., impact on the project; extent of harm done, including any qualitative and quantitative data to support any actual or future harm; analysis of whether the project is salvageable). Thereafter, TIC will submit FCOI reports annually, or as frequently as DOE requires.[4] Depending on the nature of the FCOI, TIC may determine that additional interim measures are necessary with regard to the Investigator's participation in such Project between the date that the FCOI or the Investigator's noncompliance is determined and the completion of TIC's retrospective review.

d. Whenever TIC implements a management plan as required under the DOE COI Policy pursuant to this Policy, the Official shall monitor Investigator compliance with such management plan on an ongoing basis until the completion of the applicable DOE award.

e. Prior to TIC's expenditure of any funds under a DOE award, the Official shall ensure public accessibility, via a written response to any requestor within five business days of

[4] DOE program offices may, by language in Funding Opportunity Announcements (FOAs) or by term and condition of award, require more frequent reporting for awards.

a request, of information concerning any Significant Financial Interest disclosed to TIC that meets the following three criteria: a) the Significant Financial Interest is still held by the applicable Senior/Key Personnel; b) TIC determined that the Significant Financial Interest is related to the Project; and c) TIC determined that the Significant Financial Interest is a FCOI.

i. The information that TIC makes available pursuant to the preceding language above shall include, at a minimum, the following: the Investigator's name; the Investigator's title and role with respect to the Project; the name of the entity in which the Significant Financial Interest is held; the nature of the Significant Financial Interest; and the approximate dollar value of the Significant Financial Interest, or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value. TIC will also note in its written response that the information provided is current as of the date of the correspondence and is subject to updates, on at least an annual basis and within sixty (60) days of TIC's identification of a new financial conflict of interest.

ii. Such information concerning the Significant Financial Interests of an individual subject to the Policy and this Addendum shall remain available for at least three (3) years from the date that the information was most recently updated.

3. **Reporting of FCOI**

a. Prior to TIC's expenditure of any funds under a DOE-funded project, TIC shall provide to the applicable DOE program office a FCOI report generated by the Official regarding any Investigator's unmanaged or unmanageable Significant Financial Interest found by TIC to be conflicting. TIC shall provide, on request, FCOI reports and supporting documentation about any Significant Financial Interest found by TIC to be conflicting, regardless of whether or not the conflict has been managed, mitigated, or eliminated. In cases in which TIC identifies a FCOI and eliminates it prior to the expenditure of DOE-awarded funds, TIC need not submit a FCOI report to the DOE program office.

b. For any Significant Financial Interest that TIC identifies as conflicting subsequent to TIC's initial FCOI report during an ongoing Project (e.g., upon the participation of an Investigator who is new to the project), TIC shall:

i. When a DOE program office requires TIC to include only unmanaged or unmanageable Investigator FCOIs in the FCOI Report, provide to DOE within sixty (60) days an FCOI report regarding the FCOI if the Official determines that the FCOI is unmanageable. Pursuant to Section V(B)(2)(c)(ii) herein, where such FCOI report involves a Significant Financial Interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed or managed by TIC (e.g. was not timely reviewed or reported by a Subrecipient), the Official also is required to complete a retrospective review to determine whether any Project or portion thereof conducted prior to the identification of the FCOI was biased in the purpose, design, conduct, or reporting of such Project. Additionally, pursuant to Section V(B)(2)(c)(iii), if bias is found, TIC is required to notify the DOE program office promptly and submit a mitigation report to the DOE program office.

ii. When a DOE program office requires TIC to include all Investigator FCOIs, including managed and unmanaged/unmanageable FCOIs, in the FCOI Report, provide to DOE within sixty (60) days, an FCOI report regarding the FCOI and ensure that TIC has implemented a management plan in accordance with this Policy. Pursuant to Section V(B)(2)(c)(ii), where such FCOI report involves a Significant Financial Interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed or managed by TIC (e.g., was not timely reviewed or reported by a Subrecipient), the Official also is required to complete a retrospective review to determine whether any project funded under a DOE award, or portion thereof, conducted prior to the identification and management of the FCOI was biased in the purpose, design, conduct, or reporting of such project. Additionally, pursuant to Section 5(B)(2)(c)(iii), if bias is found, TIC is required to notify the applicable DOE program office promptly and submit a mitigation report to such office.

c. Any FCOI report required under the preceding subsection shall include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of TIC's management plan. Elements of the FCOI report shall include, but are not necessarily limited to the following:

i. DOE award number;
ii. PI or Contact PI if a multiple PI model is used;
iii. Name of the Investigator with the FCOI;
iv. Name of the entity with which the Investigator has a FCOI;
v. Nature of any applicable financial interest (e.g., equity, consulting fee, travel reimbursement, honorarium) and/or applicable external relationships or activities;
vi. Value of any applicable financial interest, or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value;

vii. A description of how the financial interest relates to the applicable Project and the basis for TIC's determination that there is a conflict with such Project; and

viii. When a DOE program office requires TIC to include all Investigator FCOIs, including managed and unmanaged/unmanageable FCOIs, in the FCOI Report, a description of the key elements of TIC's management plan, including: a) role and principal duties of the conflicted Investigator in the project; b) conditions of the management plan; c) how the management plan is designed to safeguard objectivity in the project; d) confirmation of the Investigator's agreement to the management plan; e) how the management plan will be monitored to ensure Investigator compliance; and f) other information as needed.

d. For any FCOI previously reported by TIC with regard to an ongoing Project, TIC shall provide DOE with an annual FCOI report that addresses the status of the FCOI and, if applicable, any changes to the management plan for the duration of the DOE award. The annual FCOI report shall specify whether the financial conflict is still being managed or if it remains unmanaged/unmanageable. Alternatively, the annual FCOI report shall explain why the financial conflict no longer exists. TIC shall provide annual FCOI reports to DOE for the duration of the project period (including extensions with or without funds) in the time and manner required by term and condition of award.

VI. General

It is the responsibility of each Participant to comply with the Policy and this Addendum. Violations of the Policy and/or this Addendum may result in disciplinary action up to, and including, termination of employment.

If Participants suspect any conduct that may violate this Addendum, they must report the matter immediately. See Misconduct Reporting Policy and Procedures. TIC will not take adverse action against a Participant for reporting suspected misconduct so long as the reporting is done in good faith. See Non-Retaliation Policy and Procedures.

Participants may contact the Executive Sponsor or the Toshiba America Speak-Up Line if they have questions concerning this Addendum.

VII. Exceptions

A. Exceptions to this Addendum, if any, must be approved in writing by the Executive Sponsor.

VIII. Appendices:

A. Department of Energy Interim Conflict of Interest Policy

IX. Version History

Version	*Date*	*Description*
0		Initial release – Date of Adoption

TIC reserves the right to modify this Addendum at any time, in its sole discretion, as circumstances or business needs require. This Addendum does not create, nor is it intended to create, any contract of employment, and it does not change your "at will" employment status at TIC. This Addendum does not state or establish legal obligations on the part of TIC and does not create any legal rights or claims on the part of any person. It reflects the values and expectations TIC has for Participants, which, in many instances, may exceed applicable legal obligations.