

MIRION TECHNOLOGIES
CODE OF ETHICS AND CONDUCT FOR SALES AGENTS AND DISTRIBUTORS

1. Introduction

Mirion Technologies has adopted this Code of Ethics and Conduct to communicate to you, as an agent or distributor of Mirion Technologies, the ethical and legal standards that we expect you to observe when dealing with Mirion, and in your business.

Throughout this Code, we use the terms “Mirion Representative,” “you” and “your” to refer to all agents or distributors of Mirion Technologies, and to all personnel employed by or engaged to provide services to such representatives, and the terms “Mirion,” the “company,” “we” and “our” to refer to Mirion and its subsidiaries. We use the term “Code” to refer to this document, as it may be amended from time to time.

In particular, this Code addresses the following general topics:

- Observing all laws and regulations
- Avoiding conflicts of interest
- Maintaining accurate and complete company records
- Protecting confidential information

If Mirion determines that any Mirion Representative has violated the Code, Mirion may, at its sole discretion, either terminate its business relationship or require the Mirion Representative to implement a corrective action plan. If corrective action is advised but not taken, Mirion may suspend placement of future orders and/or may terminate current services.

2. Observing all Laws and Regulations

2.1. Generally

We expect you to comply with all applicable laws and regulations, both national and international, and refrain from illegal, dishonest or unethical conduct. Although laws and regulations may sometimes be ambiguous and difficult to interpret, we expect you to make a good-faith effort to follow both the letter and the spirit of the law. Where local laws are less restrictive than this Code, you must comply with the Code, even if your conduct would be legal under your laws. Where local laws are more restrictive than this Code, you must comply with your local laws at a minimum. In addition, we expect you to comply with all ethical business responsibilities.

You are also expected to observe the terms of any confidentiality agreement, supplier agreement or other similar agreement that applies to you. If you previously signed one of these agreements with Mirion, it remains in full force and effect.

2.2. Bribery

2.2.1. Offering or Giving Bribes

Offering or giving bribes is illegal and subject to criminal penalties in many countries, including the United States and in the member states of the European Union, as well as in many other countries. Bribery is forbidden under the laws of the member states of the European Union and under the U.S. Foreign Corrupt Practices Act, as well as other laws and regulations where Mirion operates. For instance, the U.S. Foreign Corrupt Practices Act (“FCPA”) applies to business transactions both inside the United States and in other countries. Its requirements relate to accurate and complete financial books and records, transactions with foreign government officials and restrictions on the use of funds for unlawful or improper purposes. The FCPA makes it unlawful to bribe foreign government officials to obtain or retain business. The U.K. Bribery Act goes even further than the FCPA in that the U.K. Bribery Act creates offences not only for offering or giving bribes, but for receiving gifts or favors as well; moreover, the U.K. Bribery Act covers bribery of foreign officials like the FCPA, but goes beyond to cover bribery of personnel of private businesses as well. Like the FCPA, the U.K. Bribery Act has wide extra-territorial application. Because violation of the anti-bribery laws can bring severe penalties, including criminal fines for the company and individuals and jail terms, it is important that you become familiar with the legal requirements.

You may not give any bribes, kickbacks or other similar considerations to any person or organization to attract business. All decisions regarding the investing of your assets or the purchasing of goods and services must be made on the basis of applicable investment or acquisition criteria, and in a way that preserves your integrity and Mirion's integrity.

Fees, commissions or other amounts paid to your consultants, sub-representatives or other third parties should be fully disclosed to Mirion and must be legal, proper and reasonable in relation to customary commercial practice. Payments to these persons should never be used to accomplish indirectly what Mirion could not properly or legally do directly.

2.2.2. Receiving Gifts or Favors

All business decisions must be made on the basis of the merits of the underlying transaction and in a way that preserves your and Mirion's integrity. To avoid the implication of impropriety that your decisions may be influenced by a gift or favor, you should decline any gift, favor, entertainment or anything else of value from

current or prospective intermediaries, clients, suppliers or contractors or their representatives except for gifts that do not have substantial monetary value and are reasonable and customarily exchanged.

2.3. Compliance with Applicable Export Controls

You are expected to comply with the legal requirements and ethical standards of each country in which you conduct Mirion business as well as with all U.S. laws insofar as they apply in other countries.

As of the date of this edition of the Code, the United States prohibits U.S. persons (that is, both individuals and companies) from virtually all dealings with Cuba, Iran, North Korea, Sudan (not the Republic of South Sudan) and Syria as well as with a lengthy list of entities and individuals that the United States considers to be closely associated with the sanctioned countries (even if not physically located there) or that are considered terrorists or traffickers of either narcotics or weapons of mass destruction. Moreover, the United States imposes more select prohibitions against certain business transactions involving the Balkans, Belarus, Côte d'Ivoire, the Democratic Republic of the Congo, Iraq, Lebanon, Liberia, Libya, Myanmar (Burma), Somalia, and Zimbabwe.¹

All Mirion Representatives are expected to understand and comply with export laws. Violations of the export control laws can result in criminal and administrative charges that could result in the loss of export privileges, fines and/or imprisonment. Violations of the export control regimes of other countries could also result in severe repercussions. Mirion Representatives' cooperation is required to ensure that all aspects of the compliance policy are met.

2.4. Antitrust/Anti-Competition

Antitrust/anti-competition laws generally prohibit agreements or actions that restrain trade or reduce competition. The free enterprise system rests on the notion that free and open competition is the best way to ensure an adequate supply of products and services at reasonable prices. We expect you to adhere to both the spirit and the letter of all applicable antitrust laws governing competition in any country in which Mirion does business. Violation of antitrust laws can result in severe civil and criminal penalties, including imprisonment for individuals, and Mirion can be subjected to substantial fines and damage awards.

2.5. Forced Labor / Convict Labor

You are required not to use forced or involuntary labor, including prison, bonded, indentured, or otherwise.

2.6. Child Labor

You are expected not to use child labor. "Child" is any person who is either (1) younger than 16, or (2) younger than the minimum age required for the employment under applicable law. Mirion Representative will comply with all applicable laws and regulations regarding the employment of minors.

3. **Avoiding Conflicts of Interest**

We expect you to avoid situations and relationships that involve actual or potential conflicts of interest. Generally, a conflict of interest arises whenever your interests diverge from your responsibilities as a Mirion Representative to Mirion or from Mirion's best interests. If you are a non-exclusive Mirion Representative, the provisions of this Section 3 are not meant to imply that you cannot represent other companies.

Situations where your loyalties to Mirion could be compromised must be avoided. If you believe that you are involved in a potential conflict of interest, we expect you to discuss it with Mirion. If you suspect a violation you are encouraged to discuss the matter with Mirion as soon as possible.

4. **Maintaining Accurate and Complete Company Records**

Mirion is required to keep books, records and accounts that accurately reflect all transactions and to provide an adequate system of internal accounting and controls. We expect you to ensure that your books, records and accounts for which you have responsibility are valid, complete, accurate and supported by appropriate documentation in verifiable form.

We further expect all Mirion Representatives to prevent side agreements, whether oral or written. The handling and disbursement of funds related to Mirion business transactions must be pursuant to a duly authorized written Mirion contract with clearly defined procedures. Documents must not be inappropriately altered or signed by those lacking proper authority. No undisclosed or unrecorded fund or asset related to any Mirion transaction may be established or maintained for any purpose.

¹ This list of countries is current as of June 30, 2013.

5. Protecting Confidential Information

You will often have access to information that is private to Mirion and third parties and has not been made public and constitutes trade secrets or proprietary information. Protection of this information is critical to our ability to grow and compete.

Under the laws of most jurisdictions where we do business, trade secrets are legally protected property as long as they remain secret (meaning not generally or publicly known).

Your obligations with respect to our and our customer's confidential trade secrets and proprietary information are:

- Not to disclose the information outside of your company, only to those individuals who need to know, or use, the information and are aware that it constitutes a trade secret or proprietary information.
- Not to use the information for any purpose except to benefit Mirion's business.
- Not to disclose the information within Mirion to Mirion's other consultants or agents of Mirion, unless specifically permitted to do so.

You are also obliged not to supply or use information or materials to Mirion or on behalf of Mirion that violates the patent, trademark, copyright, trade secret, confidentiality, or any other right of another party.

These obligations continue even after termination of your relationship with Mirion, until the information becomes publicly available or until we no longer consider it a trade secret or proprietary information. Any documents, papers or records that contain trade secrets

or proprietary information are our property and must remain at the company. In certain cases, Mirion Representatives have executed nondisclosure agreements, agency or distributor agreements or other similar agreements that govern their obligations with respect to our information. In addition, the obligations contained in this Code are intended to represent a threshold level of confidentiality applicable to all Mirion Representatives; certain Mirion Representatives, however, may have greater obligations depending on the nature of their work or the types of information to which they are exposed.

Our confidential trade secrets and proprietary information may include, among other things, information regarding our operations, business plans, investments, customers, strategies, trade secrets, records, finances, assets, data or other information that reveals the processes, methodologies or "know how" by which our existing or future investments, services, or methods of operation are developed, conducted or operated.

6. Important Disclaimers

This Code reflects general principles to guide you in making ethical decisions and cannot, and is not, intended to address every specific situation. No employment relationship between Mirion and Mirion Representative's employees is intended or created by this Code. Please consult with Mirion if you have any questions.

If you would like to communicate directly with Mirion's legal department, please feel free to send an email to legal@mirion.com.