

COMBATING TRAFFICKING IN PERSONS

A. General Statement of Policy and Purpose

Nucor Corporation (Nucor) has no tolerance for Forced Labor or services in its supply chain through any means, including, but not limited to coercion, physical threats or restraints, withholding of passports, the use of false or misleading recruitment practices, and other trafficking in persons activities. This policy prescribes requirements for Nucor Teammates related to combating trafficking in persons, including requirements under applicable provisions of the Federal Acquisition Regulation (FAR) and the Department of Defense FAR Supplement (DFARS) that may be imposed in connection with Nucor's performance of U.S. Government contracts and subcontracts.

B. Terms and Definitions

Agent	Any individual, including a director, an officer, a teammate, or an independent contractor, authorized to act on behalf of an entity.
Commercial Sex Act	Any sex act on account of which anything of value is given to or received by any person.
Teammates	A teammate of Nucor directly engaged in the performance of work under the contract that has other than a minimal impact or involvement in contract performance.
Forced Labor	Knowingly providing or obtaining the labor or services of a person: (1) By threats of serious harm to, or physical restraint against, that person or another person; (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or (3) By means of the abuse or threatened abuse of law or the legal process.
Forms of Trafficking In Persons	(1) Sex trafficking in which a Commercial Sex Act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
Subcontract	Any contract entered into by an entity to furnish supplies or services for Nucor, or another subcontractor of Nucor, for performance of a U.S. Government prime contract or subcontract. The term "subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

C. Zero Tolerance Policy on Human Trafficking

1. Nucor, Nucor Teammates, subcontractors, subcontractor employees, and their Agents shall not:
 - a. Engage in trafficking in persons;
 - b. Procure Commercial Sex Acts or engage in sexual exploitation;
 - c. Use Forced Labor in the performance of a contract; and
 - d. Destroy, conceal, confiscate, or otherwise deny access by any teammate to the teammate's identity or immigration documents, such as passports or driver's license.
2. Recruitment and Hiring
 - a. Nucor prohibits the use of misleading or fraudulent recruiting practices, including but not limited to:
 - (i) providing offers of employment in a format or language inaccessible to the worker; and
 - (ii) excluding basic information or making material misrepresentations during the recruitment of Teammates regarding the key terms of employment, such as wages and benefits; the location of work; the living conditions; housing and associated costs (if employer or Agent provided or arranged); any significant costs to be charged to the Teammate; and, if applicable, the hazardous nature of the work.
 - b. Nucor prohibits the use of recruiters who do not comply with local labor laws of the country in which the recruiting takes place.
 - c. Nucor prohibits charging Teammates recruitment fees in any form.
 - d. If required by law or contract, Nucor and its contractors and subcontractors shall provide an employment contract, recruitment agreement, or other required work document (in a language the teammate understands) to the teammate in writing prior to the commencement of the teammate's work. In the event the teammate is relocating to a foreign country to perform the contracted work, the contract, agreement or work documents shall be provided to the teammate at least five (5) days prior to the teammate's relocation.
3. Transportation and Housing
 - a. *Presently, Nucor does not perform any U.S. Government contracts or Subcontracts, or a portion of any such contracts, outside of the United States.*

- b. *If Nucor hires a Teammate who is not a U.S. national for the purpose of working on a U.S. Government or Subcontract performed in the United States (Uncommon)* - Unless exempt or an exception applies, Nucor will provide return transportation or pay the cost of return transportation at the end of employment for any Teammate who is not a national of the host country, including the United States, to which they were relocated for purpose of working on a U.S. Government contract or Subcontract. If applicable, Nucor will arrange such transportation in a way that does not obstruct victim services, legal redress, or witness activity.
- c. *If Nucor provides or arranges a non-U.S. National Employee's housing (Uncommon)* – Nucor shall provide or arrange housing that meets the host country housing and safety standards.

4. Training and Awareness

Nucor managers shall notify their Teammates of Nucor's and the U.S. Government's zero-tolerance policy prohibiting trafficking in persons and of their responsibility to report any violations by Nucor, Nucor Teammates, or subcontractor employees at any tier. Nucor managers shall also notify their Teammates of the actions that may be taken against Teammates for violations, as described in this Policy. Periodic training will be provided regarding this Policy and combatting trafficking in persons.

5. Reporting

Nucor is committed to providing a safe and easy means of reporting suspected trafficking activity. Such reporting is a critical tool to assist Nucor in monitoring and detecting any trafficking violations, as Nucor must immediately notify appropriate Government officials of any credible information regarding suspected trafficking activity. Such reporting by Nucor will be coordinated through the Nucor Legal Department.

Accordingly, all Nucor Teammates and Agents are required to report, anonymously if preferred, any suspected trafficking-related activities through their manager (who will report to the Legal Department) and/or directly to Doug Wilner in the Nucor Legal Department, doug.wilner@nucor.com; (704) 943-7034.

6. Cooperation

- a. If Nucor is made aware of any credible information from any source pertaining to a suspected trafficking violation, Nucor will investigate such allegations, take appropriate remedial measures, and in the case of a government contract, immediately notify the contracting officer and the appropriate agency Inspector General of that information, as well as what action it has taken with respect to the allegation. "Credible Information" means believable information received from any source.

- b. Nucor will fully cooperate with any Federal agency conducting an audit or investigation of potential anti-trafficking violations, including providing reasonable access to its facilities and staff and providing timely responses to Government investigators, and will not prevent or hinder the ability of any Teammates or witness from cooperating with Government authorities.

7. Subcontractor Compliance and Monitoring

- a. For those Nucor divisions or subsidiaries engaged in U.S. Government contracting activities, Nucor's division Controller is responsible for advising Nucor's U.S. Government subcontractors and Agents of Nucor's anti-trafficking policy and, when required, for flowing down the anti-trafficking-related requirements contained in Nucor's U.S. Government contracts and Subcontracts (e.g., FAR Clause 52.222-50, Combatting Trafficking in Persons), including in its commercial item Subcontracts and agreements with Agents.
- b. The division Controllers at Nucor divisions engaged in government contracts shall regularly evaluate the risk of human trafficking and slavery in Nucor's direct (first tier) supply chain and report any concerns to Nucor's Legal Department. Nucor may also conduct periodic audits of its subcontractors, at Nucor's discretion and in accordance with the terms of its Subcontracts, to evaluate their compliance with company standards for trafficking and slavery in supply chains.
- c. In all requests for proposals and solicitations relating to any U.S. Government prime contracts and Subcontracts, including those for commercial items, Nucor shall include FAR 52.222-56, Certification Regarding Trafficking in Persons Compliance Plan, and require suppliers to submit all representations and certifications as required by the FAR.
- d. In the event that a subcontractor commits any material violation of law relating to basic working conditions and human rights in their performance of a subcontract with Nucor, Nucor shall have the right to terminate the Subcontract for default.

8. Certifications

- a. Prior to the award of a U.S. Government contract or Subcontract Nucor shall submit, as required, a certification that states that Nucor (a) will not engage in any trafficking in persons or related activities, including but not limited to the use of Forced Labor, in the performance of this contract; (b) has hiring and subcontracting policies to protect the rights of its Teammates and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and (c) has notified its Teammates and subcontractors of—(i) the responsibility to report trafficking in persons violations by the contractor, contractor employees, or subcontractor employees, at any tier; and (ii) Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.

- b. For any contract or Subcontract where Nucor has implemented an Anti-Trafficking Compliance Plan pursuant to the requirements of FAR 52.222-50(h), Nucor shall annually submit a certification to the Contracting Officer: restating the existence of the plan and that after completing due diligence either that: (i) to the best of Nucor's knowledge and belief, neither it nor any of its Agents, subcontractors, or their Agents is engaged in any trafficking in persons activity; or (ii) if an abuse relating to trafficking in persons has been identified, that Nucor or its subcontractor has taken appropriate remedial and referral actions.

9. Penalties

- a. Violations of any aspect of this Policy, or an applicable Anti-Trafficking Compliance Plan, may result in disciplinary action up to, and including, removal from the contract, suspension or debarment of the Teammate or Agent from further U.S. Government contracting, and suspension or termination of employment (or termination of the agreement with the Agent).
- b. Additionally, violations of this Policy may also result in serious ramifications to Nucor, including a negative entry into the Federal Awardee Performance and Integrity Information System, non-exercise of an option period, contract termination, suspension of contract payments, or suspension or debarment from U.S. Government contracting and subcontracting.
- c. Subcontractors who violate any aspect of this Policy may be subject to termination of the Subcontract and/or subject to other remedies, including damages, in accordance with the terms of the Subcontract.