Risk Factors Comparison 2024-03-15 to 2023-03-16 Form: 10-K

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We have identified the following risks and uncertainties that may have a material adverse effect on our business, financial condition, results of operations or reputation. The risks described below are not the only risks we face. Additional risks not presently known to us or that we currently believe are not material may also significantly affect our business, financial condition, results of operations or reputation. Our business could be harmed by any of these risks. In assessing these risks, you should also refer to the financial statements and related notes contained in this report. We may face additional risks and uncertainties that are not presently known to us, or that we currently deem immaterial, which may also impair our business or financial condition. The following discussion should be read in conjunction with the financial statements of NuScale and notes to the financial statements included in this report. Risks Related to Our Structure and Governance NuScale Corp is a holding company and its only material asset is its interest in NuScale LLC, and it is accordingly dependent upon distributions made by its subsidiaries to pay taxes, make payments under the Tax Receivable Agreement and pay dividends and fees associated with being a public company such as director retainers, NYSE and other regulatory filings. NuScale Corp is a holding company with no material assets other than its ownership of the NuScale LLC units. As a result, NuScale Corp has no independent means of generating revenue or cash flow. NuScale Corp' s ability to pay taxes, cause NuScale LLC to make payments under the Tax Receivable Agreement and pay dividends depends on the financial results and cash flows of NuScale LLC and the distributions it receives (directly or indirectly) from NuScale LLC. Deterioration in the financial condition, earnings or cash flow of NuScale LLC for any reason could limit or impair its ability to pay such distributions. Additionally, to the extent that NuScale Corp needs funds and NuScale LLC is restricted from making such distributions under applicable law or regulation or under the terms of any financing arrangements, or NuScale LLC is otherwise unable to provide such funds, it could materially adversely affect NuScale Corp' s liquidity and financial condition. NuScale LLC is treated as a partnership for United States federal income tax purposes and, as such, generally will not be subject to any entity- level United States federal income tax. Instead, taxable income will be allocated to holders of NuScale LLC units. Accordingly, NuScale Corp will be required to pay income taxes on its allocable share of any net taxable income from NuScale LLC. Under the terms of the Sixth Amended and Restated Limited Liability Company Agreement of NuScale LLC (the " A & R NuScale LLC Agreement "), NuScale LLC is obligated to make tax distributions to holders of NuScale LLC units calculated at certain assumed tax rates. In addition to income taxes, NuScale Corp is also expected to incur expenses related to its operations, including payment obligations under the Tax Receivable Agreement, which could be significant, and some of which will be reimbursed by NuScale LLC (excluding payment obligations under the Tax Receivable Agreement). NuScale Corp intends to cause NuScale LLC to make ordinary distributions and tax distributions to holders of NuScale LLC units on a pro rata basis in amounts sufficient to cover all applicable taxes, relevant operating expenses, payments under the Tax Receivable Agreement and dividends, if any, declared by NuScale Corp. However, as discussed above, NuScale LLC' s ability to make such distributions may be subject to various limitations and restrictions, including, but not limited to, retention of amounts necessary to satisfy the obligations of NuScale LLC and restrictions on distributions that would violate any applicable restrictions contained in NuScale LLC' s debt agreements, if any, or any applicable law or that would have the effect of rendering NuScale LLC insolvent. To the extent that NuScale Corp is unable to make payments under the Tax Receivable Agreement for any reason, such payments will be deferred and will accrue interest until paid; provided, however, that nonpayment for a specified period may constitute a breach of a material obligation under the Tax Receivable Agreement and therefore accelerate payments under the Tax Receivable Agreement, which could be substantial. Additionally, although NuScale LLC generally will not be subject to any entity- level United States federal income tax, it may be liable under recent United States federal tax legislation for adjustments to prior year tax returns, absent an election to the contrary. In the event NuScale LLC' s calculations of taxable income are incorrect, NuScale LLC and its members, including NuScale Corp, in later years may be subject to material liabilities pursuant to this legislation and its related guidance. If NuScale LLC were treated as a corporation for United States federal income tax or state tax purposes, then the amount available for distribution by NuScale LLC could be substantially reduced and the value of NuScale Corp shares could be adversely affected. An entity that would otherwise be classified as a partnership for United States federal income tax purposes (such as NuScale LLC) may nonetheless be treated as, and taxable as, a corporation if it is a " publicly traded partnership " unless an exception to such treatment applies. An entity that would otherwise be classified as a partnership for United States federal income tax purposes will be treated as a " publicly traded partnership " if interests in such entity are traded on an established securities market or interests in such entity are readily tradable on a secondary market or the substantial equivalent thereof. If NuScale LLC ~~is~~ **were** determined to be treated as a " publicly traded partnership " (and taxable as a corporation) for United States federal income tax purposes, it would be taxable on its income at the United States federal income tax rates applicable to corporations and distributions by NuScale LLC to its partners (including NuScale Corp) could be taxable as dividends to such partners to the extent of the earnings and profits of NuScale LLC. In addition, ~~we~~ **NuScale Corp** would no longer have the benefit of increases in the tax basis of NuScale LLC' s assets as a result of exchanges of NuScale LLC Class B units. Pursuant to the A & R NuScale LLC Agreement, certain Legacy NuScale Equityholders may, from time to time, subject to the terms of the A & R NuScale LLC Agreement, exchange their interests in NuScale LLC and have such interests redeemed by NuScale LLC for cash or shares of Class A common stock. While such exchanges could be treated as trading in the interests of NuScale LLC for purposes of testing " publicly traded partnership " status, the A & R NuScale LLC Agreement contains restrictions on redemptions and exchanges of interests in NuScale LLC that are intended to prevent NuScale LLC entities from being treated as

a " publicly traded partnership " for United States federal income tax purposes. Such restrictions are designed to comply with certain safe harbors provided for under applicable United States federal income tax law. NuScale Corp may also impose additional restrictions on exchanges that it determines to be necessary or advisable so that NuScale LLC is not treated as a " publicly traded partnership " for United States federal income tax purposes. Accordingly, while such position is not free from doubt, NuScale LLC is expected to be operated such that it is not treated as a " publicly traded partnership " taxable as a corporation for United States federal income tax purposes and we intend to take the position that NuScale LLC is so treated as a result of exchanges of its interests (i. e., LLC **Class B** common units exchanged ~~to~~ **for** Class **A common** ~~B units and Class B~~ shares) pursuant to the A & R NuScale LLC Agreement **. If NuScale LLC were treated as a " publicly traded partnership " taxable as a corporation for United States federal income tax purposes, it could have a material adverse impact on NuScale Corp' s liquidity and financial condition as a result of the additional corporate tax payable at the NuScale LLC level** . Pursuant to the Tax Receivable Agreement, NuScale Corp will be required to pay to certain Legacy NuScale Equityholders 85 % of certain tax benefits, if any, that it realizes (or in certain cases is deemed to realize) as a result of any increases in tax basis and related tax benefits resulting from any exchange of NuScale LLC Class B units for shares of Class A common stock or cash in the future, and those payments may be substantial. The Legacy NuScale Equityholders may in the future exchange their NuScale LLC Class B units for shares of Class A common stock (or, upon the election of NuScale Corp, cash in an amount equal to the net proceeds raised by selling such shares of Class A common stock in a contemporaneous underwritten offering), subject to certain restrictions. Such transactions are expected to result in increases in NuScale Corp' s share of the tax basis of the tangible and intangible assets of NuScale LLC. These increases in tax basis may result in increased tax depreciation and amortization deductions and therefore reduce the amount of income ~~or franchise~~ tax that NuScale Corp would otherwise be required to pay in the future had such sales and exchanges never occurred. NuScale Corp is party to the Tax Receivable Agreement with NuScale LLC, each of the TRA Holders (as defined in the Tax Receivable Agreement) party thereto and Fluor, in its capacity as TRA Representative (as defined in the Tax Receivable Agreement). Pursuant to the Tax Receivable Agreement, NuScale Corp will be required to pay 85 % of the net cash tax savings from certain tax benefits, if any, that it realizes (or in certain cases is deemed to realize) as a result of any increases in tax basis and other tax benefits resulting from any exchange by the TRA Holders of NuScale LLC Class B units for shares of Class A common stock or cash in the future. Any such payments to TRA Holders will reduce the cash provided by the tax savings generated from future exchanges that would otherwise have been available to NuScale Corp for other uses, including reinvestment or dividends to Class A stockholders. Cash tax savings from the remaining 15 % of the tax benefits will be retained by NuScale Corp. NuScale Corp' s obligations under the Tax Receivable Agreement accelerate upon a change in control and certain other termination events, as defined therein. These payments are the obligation of NuScale Corp and not of NuScale LLC. The actual increase in NuScale Corp' s allocable share of NuScale LLC' s tax basis in its assets, as well as the amount and timing of any payments under the Tax Receivable Agreement, will vary depending upon a number of factors, including the timing of exchanges, the market price of the shares of Class A common stock at the time of the exchange, the extent to which such exchanges are taxable and the amount and timing of the recognition of NuScale Corp' s income. While many of the factors that will determine the amount of payments that NuScale Corp will make under the Tax Receivable Agreement are outside of its control, NuScale Corp expects that the payments it will make under the Tax Receivable Agreement will be substantial and could have a material adverse effect on NuScale Corp' s financial condition. Any payments made by NuScale Corp under the Tax Receivable Agreement will generally reduce the amount of overall cash flow that might have otherwise been available to NuScale Corp. To the extent that NuScale Corp is unable to make timely payments under the Tax Receivable Agreement for any reason, the unpaid amounts will be deferred and will accrue interest until paid; however, nonpayment for a specified period may constitute a material breach of a material obligation under the Tax Receivable Agreement and therefore accelerate payments due under the Tax Receivable Agreement. Furthermore, NuScale Corp' s future obligation to make payments under the Tax Receivable Agreement could make it a less attractive target for an acquisition, particularly in the case of an acquirer that cannot use some or all of the tax benefits that may be deemed realized under the Tax Receivable Agreement. In certain cases, payments under the Tax Receivable Agreement may exceed the actual tax benefits NuScale Corp realizes. Payments under the Tax Receivable Agreement will be based on the tax reporting positions that NuScale Corp determines, and the U. S. Internal Revenue Service (" IRS ") or another taxing authority may challenge all or any part of the tax basis increases, as well as other tax positions that NuScale Corp takes, and a court may sustain such a challenge. In the event that any tax benefits initially claimed by NuScale Corp are disallowed, the Legacy NuScale Equityholders will not be required to reimburse NuScale Corp for any excess payments that may previously have been made under the Tax Receivable Agreement, for example, due to adjustments resulting from examinations by taxing authorities. Rather, excess payments made to such holders will be netted against any future cash payments otherwise required to be made by NuScale Corp under the Tax Receivable Agreement, if any, after the determination of such excess. However, a challenge to any tax benefits initially claimed by NuScale Corp may not arise for a number of years following the initial time of such payment or, even if challenged early, such excess cash payment may be greater than the amount of future cash payments that NuScale Corp might otherwise be required to make under the terms of the Tax Receivable Agreement and, as a result, there might not be future cash payments against which to net. As a result, in certain circumstances NuScale Corp could make payments under the Tax Receivable Agreement in excess of NuScale Corp' s actual income tax savings, which could materially impair NuScale Corp' s financial condition. Moreover, the Tax Receivable Agreement provides that, in certain events, including a change of control, breach of a material obligation under the Tax Receivable Agreement, or NuScale Corp exercise of early termination rights, NuScale Corp obligations under the Tax Receivable Agreement will accelerate and NuScale Corp will be required to make a lump- sum cash payment to the Legacy NuScale Equityholders party to the Tax Receivable Agreement equal to the present value of all forecasted future payments that would have otherwise been made under the Tax Receivable Agreement, which lump- sum payment would be based on certain assumptions, including those

relating to NuScale Corp future taxable income. The lump- sum payment could be substantial and could exceed the actual tax benefits that NuScale Corp realizes subsequent to such payment because such payment would be calculated assuming, among other things, that NuScale Corp would have certain tax benefits available to it and that NuScale Corp would be able to use the potential tax benefits in future years. There may be a material negative effect on NuScale Corp' s liquidity if the payments required to be made by NuScale Corp under the Tax Receivable Agreement exceed the actual income or franchise tax savings that NuScale Corp realizes. Furthermore, NuScale Corp' s obligations to make payments under the Tax Receivable Agreement could also have the effect of delaying, deferring or preventing certain mergers, asset sales, other forms of business combinations or other changes of control. We are a " controlled company " within the meaning of NYSE rules and, as a result, qualify for exemptions from certain corporate governance requirements, and our stockholders do not have the same protections afforded to stockholders of companies that are subject to such requirements. Fluor owns a majority of the voting power of our common stock. As a result, we are a " controlled company " under the NYSE rules. As a controlled company, we are exempt from certain corporate governance requirements, including those that would otherwise require our board of directors to have a majority of independent directors and require that we either establish compensation and nominating and corporate governance committees, each comprised entirely of independent directors, or otherwise ensure that the compensation of our executive officers and nominees of directors are determined or recommended to our board of directors by independent members of our board of directors. To the extent we rely on one or more of these exemptions, our stockholders will not have the same protections afforded to stockholders of companies that are subject to all of the NYSE corporate governance requirements. We are an emerging growth company (" EGC ") within the meaning of the Securities Act, and if we take advantage of certain exemptions from disclosure requirements available to " emerging growth companies ", this could make our securities less attractive to investors and may make it more difficult to compare our performance with other public companies. We are an EGC within the meaning of the Securities Act, as modified by the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not EGCs including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes- Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. As a result, our stockholders may not have access to certain information they may deem important. We could be an EGC until December 31, 2025, although circumstances could cause us to lose that status earlier, including if the market value of common stock held by non- affiliates exceeds $ 700, 000, 000 as of any June 30 before that time, in which case we would no longer be an EGC as of the following December 31. We cannot predict whether investors will find our securities less attractive because we rely on these exemptions. If some investors find our securities less attractive as a result of our reliance on these exemptions, the trading prices of our securities may be lower than they otherwise would be, there may be a less active trading market for our securities and the trading prices of our securities may be more volatile. Further, Section 102 (b) (1) of the JOBS Act exempts EGCs from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non- EGCs but any such election to opt out is irrevocable. We intend to take advantage of the benefits of this extended transition period. Risks Related to NuScale' s Business and Industry Commercialization Risk Factors We have not yet commercialized or sold NPMs, and a number of factors could prevent, delay or hinder commercialization. We have not yet entered into a binding contract with a customer to deliver NPMs, and there is no guarantee that we will be able to do so. The planned initial deployment of our NPM is subject to NuScale reaching a binding agreement for its scope of supply with ~~Utah Associated Municipal Power~~ **RoPower** ~~Systems~~ **Nuclear S. A.** (" ~~UAMPS~~ **RoPower** ") and ~~UAMPS~~ **NuScale** reaching a binding engineering, procurement, and construction (" EPC ") contract with Fluor. If NuScale **does** ~~and Fluor do~~ not enter into binding agreements with ~~UAMPS~~ **RoPower or Fluor** , **initial** deployment of our NPM, power plants, and ongoing services could be significantly delayed, which could have a material adverse effect on our business and financial condition. Memoranda of understanding we have entered into with other potential ~~purchasers~~ **customers** are contingent and may not result in binding agreements for the purchase of our products or services **. Discussions are under way with other potential NuScale customers, but NuScale has yet to secure an NPM order from them** . Competitors in China and Russia currently operate commercial SMRs and may have advantages in marketing their SMRs to potential customers. Competitors in Russia and China, such as Rosatom and China National Nuclear Corporation, currently operate commercial SMRs in those countries. Although their SMR designs have not been approved by the NRC or in any jurisdiction outside of their native countries, those competitors may have a competitive advantage if they are able to obtain approval comparable to **the NRC' s** ~~Standard Design Approval (" SDA ")~~, or if they can otherwise demonstrate to potential customers the value and benefits of their SMRs, particularly in jurisdictions that have less stringent regulatory requirements. In addition, these competitors may have access to greater government or other funding to develop and commercialize their SMRs than we do. ~~We may be required~~ **Amounts we have agreed** to ~~reimburse UAMPS~~ **pay to CFPP LLC under the Release Agreement are significant** , ~~our first~~ **and the loss of CFPP LLC as a** customer **may negatively affect perceptions of** ~~, if we fail to achieve specified performance measures and subscription targets or~~ **our business** ~~if we terminate the relationship, and we must hold $ 26. 5 million in restricted cash to secure our~~ - **or our ability** ~~reimbursement obligations through December 31, 2022, and may have~~ to ~~hold up~~ **commercialize our SMRs or our ability** to **raise capital for operations or development needs. In November** ~~$ 81 million to meet these reimbursement obligations through the end of~~ 2023 ~~. In conjunction with certain agreements awarded to Fluor related to the CFPP, pursuant to which we are developing the NRC license application for the CFPP and performing other site licensing and development activities~~ , we entered into **the Release** ~~a Development Cost Reimbursement~~ Agreement with CFPP LLC ~~(the "~~

pursuant to which we agreed to terminate our DCRA ~~")~~**, as amended, and our LLM Agreement**. Under the **Release** ~~DCRA, and subject to amendments set forth in Amendment 3 of the DCRA and the Long-Lead Material Reimbursement~~ Agreement ~~described later in this risk factor~~, we **have** ~~may be obligated to refund to UAMPS a percentage of its net development costs up to a specified cap, which varies based on the stage of project development, if (1) at specified times in the development of the CFPP, the estimated cost of electricity (based on increasingly accurate project cost estimates at various stages of development) exceeds an~~ agreed **to pay** ~~target cost of~~ $ ~~58~~ **49**. **8** ~~00 / megawatt- hour (subject to adjustment as specified in the DCRA), or if Fluor does not timely provide a required comparison (which we refer to as an economic competitive test, or " ECT "), (2) the NRC does not issue SDA for the NuScale 6- module, 77MWe NPM design within one year after the NRC' s published date for such approval after acceptance of the SDA application, or (3) NuScale LLC materially breaches the DCRA and the DCRA is terminated for cause. The reimbursement obligation is also triggered if NuScale exercises its right to terminate the DCRA for convenience. The reimbursement percentage and cap is 100 % and $ 57~~ million ~~(subject~~ to ~~the discussion later in this risk factor about Amendment 3 of the DCRA and the Long-Lead Material Reimbursement Agreement) until UAMPS or~~ CFPP LLC ~~submit a combined construction and operating license for approval to the NRC (" COLA "). After the COLA is submitted~~, **subject to adjustment once we determine** the ~~reimbursement percentage is 20 % and (a) the cap for an ECT failure before~~ final **Net** ~~notice to proceed with NuScale plant construction is $ 60 million and (b) the cap for termination of the DCRA for cause is $ 120 million through delivery of a " Class 2 " project cost estimate (an estimate that is accurate within- 15 % to 20 %) and thereafter $ 180 million through the final notice to proceed, which requires a " Class 1 " project cost estimate (an estimate that is accurate within- 10 % to 15 %). Under the DCRA, we are required to have credit support to fund the amount of our potential reimbursement of these net development~~ **Development** ~~costs~~ **Costs reimbursable**. ~~This letter of credit is updated quarterly based on an agreed upon forecasted estimate of net development costs. A stipulation of attaining the letter of credit is that we segregate funds from the operating bank accounts as collateral for the letter of credit. This account is identified as restricted cash in the amount of $ 26. 5 million on our consolidated balance sheet and acts as collateral for the $ 26. 0 million letter of credit outstanding at December 31, 2022. Because the cash is restricted, we may not use it for other expenditures, including research and development and commercialization expenses. Unless we find another means~~ to ~~collateralize this obligation, since NuScale' s customer will increase its spending on CFPP, the amount of cash the Company must treat as restricted cash will increase until the Company is relieved of its obligations under the DCRA. As finalized on March 7, 2023, we entered into Amendment 3 of the DCRA and the Long-Lead Material Reimbursement Agreement with~~ CFPP LLC ~~(~~**. The settlement amount is significant and, in addition to potential upward adjustments in the reimbursement amount, we may incur additional expenses relating to winding down work on the Carbon Free Power Project. These payments have materially and adversely affected our financial condition. In addition, the loss of CFPP LLC as a customer may have negatively affected, and may continue to negatively affect our prospects or the perception of our business or our ability to commercialize our SMRs. This could affect our ability to raise additional funds to finance our operations and our research and development activities. When we reimbursed** ~~the~~ **these** ~~" costs and terminated the~~ LLM Agreement ~~")~~, **we were entitled** ~~both effective as of February 28, 2023. The LLM Agreement relates~~ to the long- lead materials **purchased under** ~~that are incorporated into~~ the ~~NPMs~~ **LLM Agreement; however, because the Company is still in discussion with DOE regarding the means and timing for lifting a DOE lien on the long- lead materials** (**stemming from DOE** ~~the " LLM "). The amended DCRA changed the Company~~ ' s **funding under its cost share agreement with** ~~potential refund obligations to UAMPS described above, if at specified times in the development of the~~ CFPP **LLC** ~~, the estimated cost of electricity (based on increasingly accurate project cost estimates at various stages of development~~) **, the value** ~~exceeds an agreed target cost~~ of **the long** ~~$ 89. 00 / megawatt-~~ **lead materials** ~~hour (subject to adjustment as specified in the DCRA). In addition, the Company~~ may be **significantly lower than reimbursement** ~~obligated to refund to UAMPS a percentage of its net development~~ costs **under** ~~if CFPP does not secure a total of 370 MWe of committed subscription obligation (the committed level of subscription as of February 28, 2023 was 120 MWe). Through the end of 2023, the Company may have to retain up to $ 81. 0 million in restricted cash on our consolidated balance sheet to act as collateral for a letter of credit of similar value by December 31, 2023. Pursuant to the Amendment, the reimbursement obligations are now divided between the DCRA and~~ the LLM Agreement ~~such that~~**. We may have to pay costs to DOE** (~~a~~ **in addition to the refund to CFPP LLC**) **to obtain** the ~~aggregate cap~~ **long- lead materials free of DOE liens in order to use the long- lead materials** for ~~failure of~~ **a project at the CFPP site or for another customer. Until the Company formalizes** an ~~economic competitive test before final notice to proceed with NuScale plant construction is the amounts paid under the LLM Agreement~~ **agreement** ~~, which may amount to an estimated $ 66 million plus $ 60 million under the DCRA; and (b) the cap for termination of the DCRA for cause is $ 120 million under the DCRA and the amounts paid under the LLM Agreement, which may amount to $ 50 million through delivery of a " Class 2 " project cost estimate (an estimate that is accurate within- 15 % to 20 %) and thereafter $ 180 million plus the amounts paid under the LLM Agreement, which may amount to an estimated $ 66 million through the final notice to proceed, which requires a " Class 1 " project cost estimate (an estimate that is accurate within- 10 % to 15 %). Should the Company be compelled to make the refund described above, the Company will have rights to the LLM free of any liens by UAMPS or CFPP. The Company is in discussions~~ with DOE and CFPP LLC regarding **disposition of the long- lead materials,** ~~the~~ **there** ~~rights the Company may have~~ **is no guarantee we will be able** to use ~~the LLM for a~~ **such materials in another** project ~~at the CFPP site or for another customer. The Company may have to pay costs to DOE (in addition to the refund to CFPP, LLC) to obtain the LLM free of liens from DOE to use the LLM for a project at the CFPP site or for another customer~~. Any delays in the development and manufacture of NPMs and related technology may adversely impact our business and financial condition. We have previously experienced, and may experience in the future, delays or other complications in the design, manufacture, production and delivery of NPMs and related technology that could prevent us from delivering NPMs in 2028 or beyond. If delays like this recur, if our remediation measures and process changes ~~do~~ **are** not ~~continue to be~~ successful, if we fail to find a

satisfactory manufacturer or if we experience issues with planned manufacturing activities or design and safety, we could experience issues or delays in sustaining or further increasing production and sales of NPMs. If we encounter difficulties in scaling our production and delivery capabilities, if we fail to develop and successfully commercialize our NPMs and related technologies, if we fail to develop such technologies before our competitors or if such technologies fail to perform as expected, are inferior to those of our competitors or are perceived as less safe than those of our competitors, our business and financial condition could be materially and adversely impacted. We have not yet delivered NPMs to customers, and any setbacks we may experience during our first commercial delivery and other demonstration and commercial missions could have a material adverse effect on our business, financial condition and results of operation, and could harm our reputation. The success of our business will depend on our ability to successfully deliver NPMs to customers on- time and on- budget at guaranteed performance levels, which would tend to establish greater confidence in our subsequent customers. This means manufacturing all components to specification (satisfying quality inspection criteria) and delivering those components to the ~~CFPP~~ **RoPower** site on schedule and without delay or incident. There is no guarantee that our planned NPM deployments will be successful. There can be no assurance that we will not experience operational or process failures and other problems during our first commercial deployment or any planned deployment thereafter. Any failures or setbacks, particularly on our first commercial deployments, could harm our reputation and have a material adverse effect on our business and financial condition. Any actual or perceived safety or reliability issues may result in significant reputational harm to our businesses, in addition to ~~tort~~ **legal** liability and other costs that may arise. Such issues could result in delaying or cancelling planned deployments of NPMs, increased regulation, or other **adverse** systemic consequences. Our inability to meet our safety standards or adverse publicity affecting our reputation as a result of accidents or mechanical failures could have a material adverse effect on our business and financial condition. We have incurred significant losses since inception, we expect to incur losses in the future, and we may not be able to achieve or maintain profitability. We have incurred significant losses since our inception well beyond the support we have received through cost-sharing awards from the DOE. We have not yet delivered NPMs ~~or~~ **to customers and none of** our flagship plants, named VOYGR, ~~to customers~~ **have been permitted or are under construction** , and it is difficult for us to predict our future operating results. As a result, our losses may be larger than anticipated, and we may not achieve profitability when expected or at all; even if we do, we may not be able to maintain or increase profitability. We expect our operating expenses to increase over the next several years as we commence deployment of NPMs, continue to refine and streamline our design and manufacturing processes for our NPMs, make technical improvements, hire additional employees and continue research and development efforts relating to new products and technologies. These efforts may be more costly than we expect and may not result in increased revenue, profits or growth in our business. Any failure to increase our revenue sufficiently to keep pace with our expenses could prevent us from achieving or maintaining profitability or positive cash flow. Furthermore, if our future growth and operating performance fail to meet investor or analyst expectations, or if we have future negative cash flow or losses resulting from our investment in acquiring customers or expanding our operations, this could have a material adverse effect on our business and financial condition. The cost of electricity generated from nuclear sources or our NPMs may not be cost competitive with other electricity generation sources in some markets, which could materially and adversely affect our business. Some electricity markets experience very low power prices due to a combination of subsidized renewables and low- cost fuel sources, and NuScale may not be able to compete in these markets unless the benefits of the carbon- free, reliable and / or resilient energy generation provided by our NPMs are sufficiently valued in the market. Given the relatively lower electricity prices in the United States when compared to many international markets, the risk may be greater with respect to business in the United States. Inflation may also increase the cost of our NPMs to a point where the LCOE of electricity generated from a NuScale Plant is not competitive with the alternatives. The market for SMRs generating nuclear power is not yet established and may not achieve the growth potential we expect or may grow more slowly than expected. The market for SMRs has not yet been established. Our estimates for the total addressable market are based on a number of internal and third- party estimates, including our potential contracted revenue, the number of potential customers who have expressed interest in our NPMs, assumed prices and production costs for our NPMs, our ability to leverage our current logistical and operational processes, and general market conditions. However, our assumptions and the data underlying our estimates may not be correct and the conditions supporting our assumptions or estimates may change at any time, thereby reducing the predictive accuracy of these underlying factors. As a result, our estimates of the annual total addressable market for our services, as well as the expected growth rate for the total addressable market for our services, may prove to be incorrect. Our commercialization strategy relies heavily on our relationship with Fluor and other strategic investors and partners, who may have interests that diverge from ours and who may not be easily replaced if our relationships terminate. We rely heavily upon our relationship with Fluor, our majority owner, and our relationships with other of our investors and strategic partners to commercialize our NPM and our other products and services. We granted Fluor certain rights to provide engineering, procurement and construction services in connection with NuScale' s general plant design, project- specific designs and services typically performed by Fluor or its direct competitors. Similarly, we have entered into certain agreements with Doosan Heavy Industries and Construction Company, Ltd., IHI Corporation, and Sarens Nuclear & Industrial Services, LLC for certain planning, engineering, manufacturing and support activities, and JGC Holdings Corporation, an affiliate of Japan NuScale Innovation, LLC, related to the EPC and commissioning of the first NuScale plant ~~in the United States and in other specific geographic areas~~ , ~~and~~ with Samsung C & T Corporation related to certain EPC activities **; and with GS Energy with respect to project development in certain markets** . Our strategic partners may have interests that diverge from our interests, and which may hinder our ability to negotiate sales to customers. If we lose our agreements with strategic partners, we may need to find new contractors who may have less experience designing and building nuclear plants. This could substantially hinder our ability to expand our production capacity and installation of VOYGR plants and could affect our business and our prospects. We may be unable to manage our future growth effectively, which could make it difficult to execute our business strategy. If our operations grow as planned, we may

need to expand our sales and marketing, research and development, supply and manufacturing functions, and there is no guarantee that we will be able to scale the business and the manufacture of NPMs as planned, as there is no guarantee that we will be able to find suitable locations or partners for the expanded manufacture and operation of our NPMs or to broaden our internal capabilities. Any failure to effectively incorporate updates to the design, construction and operations of NuScale plants to ensure cost competitiveness could reduce the marketability of the NuScale design and has the potential to impact deployment schedules. Updating the design, construction, and operations of NuScale plants will be necessary to their competitiveness and attractiveness in the market, particularly in the United States where the price of power is generally lower than in other countries. If we are not able to achieve and maintain cost- competitiveness in the United States or elsewhere, our business could be materially and adversely affected. If manufacturing and construction issues are not identified prior to design finalization, long-lead procurement, and / or module fabrication, then those issues will be realized during production, fabrication, or construction and may impact plant deployment cost and schedule. Our NPM design will be actively managed through design reviews, prototyping, involvement of external partners and application of industry lessons, but we could still fail to identify latent manufacturing and construction issues early enough to avoid negative effects on production, fabrication, construction or ultimate performance of our NPMs or plants. Where these issues arise at such later stages of deployment, plant deployment could be subject to greater costs or be significantly delayed, which could materially and adversely affect our business. We and our customers operate in a politically sensitive environment, and the public perception of nuclear energy can affect our customers and us. The risks associated with radioactive materials and the public perception of those risks can affect our business. Opposition by third parties can delay or prevent the construction of new nuclear power plants and can limit the operation of nuclear reactors. Adverse public reaction to developments in the use of nuclear power could directly affect our customers and indirectly affect our business. In the past, adverse public reaction, increased regulatory scrutiny and litigation have contributed to extended construction periods for new nuclear reactors, sometimes delaying construction schedules by decades or more or even shutting down operations. In addition, anti- nuclear groups in Germany successfully lobbied for the adoption of the Nuclear Exit Law in 2002, **under** which ~~requires the shutdown of~~ all ~~German~~ **remaining** nuclear power plants ~~by the end of~~ **in Germany were shut down in** April 2023. Adverse public reaction could also lead to increased regulation or limitations on the activities of our customers, more onerous operating requirements or other conditions that could have a material adverse impact on our customers and our business. Accidents involving nuclear power facilities, including but not limited to events similar to the Three Mile Island, Chernobyl and Fukushima Daiichi nuclear accidents, or terrorist acts or other high- profile events involving radioactive materials **,** could materially and adversely affect our customers and the markets in which we operate and increase regulatory requirements and costs that could materially and adversely affect our business. Our future prospects are dependent upon a certain level of public support for nuclear power. Nuclear power faces strong opposition from certain competitive energy sources, individuals and organizations. The accident that occurred at the Fukushima nuclear power plant in Japan in 2011 increased public opposition to nuclear power in some countries, resulting in a slowdown in, or, in some cases, a complete halt to new construction of nuclear power plants, an early shut down of existing power plants or a dampening of the favorable regulatory climate needed to introduce new nuclear technologies, all of which could negatively impact our business and prospects. As a result of the Fukushima accident, some countries that were considering launching new domestic nuclear power programs delayed or cancelled the preparatory activities they were planning to undertake as part of such programs. If accidents similar to the Fukushima disaster or other events, such as terrorist attacks involving nuclear facilities, occur, public opposition to nuclear power may increase, regulatory requirements and costs could become more onerous and customer demand for our NPMs could suffer, which could materially and adversely affect our business and operations. Our supply base may not be able to scale to the production levels necessary to meet sales projections. NuScale does not have manufacturing assets and relies on third party manufacturers to build our NPMs and associated equipment. Moreover, we are dependent on future supplier capability to meet production demands attendant to our forecasts. If our supply chain cannot meet the schedule demands of the market, our projected sales revenues could be materially impacted. Lack of availability and cost of component raw materials may affect the manufacturing processes for plant equipment and increase our costs. Recent global supply chain disruptions have ~~increasingly~~ **negatively** affected both the availability and cost of raw materials, component manufacturing and deliveries. ~~These~~ **Such** disruptions may result in delays in equipment deliveries and cost escalations that could adversely affect our business. We are highly dependent on our senior management team and other highly skilled personnel, and if we are not successful in attracting or retaining highly qualified personnel, we may not be able to successfully implement our business strategy. Our success depends, in significant part, on the continued services of our senior management team and on our ability to attract, motivate, develop and retain a sufficient number of other highly skilled personnel, including engineers, manufacturing and quality assurance, finance, marketing and sales personnel. Our senior management team has extensive experience in the energy and manufacturing industries, and we believe that their depth of experience is instrumental to our continued success. The loss of any one or more members of our senior management team, for any reason, including resignation or retirement, could impair our ability to execute our business strategy and have a material adverse effect on our business and financial condition if we are unable to successfully attract and retain qualified and highly skilled replacement personnel. We ~~may~~ **expect we will** require additional future funding. To date, we have not generated any material revenue, while we have substantial overhead expenses. We do not expect to generate meaningful revenue unless and until we are able to finalize development of and commercialize our SMR technology and related services, and we may not be able to do so on our anticipated timetable, if at all. ~~We~~ **Under the Release Agreement, we have paid $ 49. 8 million to CFPP LLC, subject to adjustment, and we may incur additional expenses relating to winding down work on the Carbon Free Power Project. These payments have materially and adversely affected our financial condition. Although we instituted the Plan in January 2024 to reduce our cost base and focus resources on key strategic areas, in the long term we** expect our expenses and capital expenditures to increase in connection with our ongoing activities, including developing and advancing our SMR and other products and services, obtaining

further NRC design certifications of and SDAs for our SMR and completing our manufacturing preparation and trials. We also incur additional costs associated with operating as a public company. Certain costs are not reasonably estimable at this time **,** ~~and we may require additional funding~~ and our projections anticipate certain customer- sourced income that is not guaranteed. **This is particularly true in light of the termination of our agreements with CFPP LLC. Consequently, we expect we will require additional future funding.** We may seek to raise capital through private or public equity or debt financings or through other sources of financing. Adequate additional funding may not be available to us on acceptable terms or at all. Our failure to raise capital as and when needed could have a negative impact on our financial condition and our ability to pursue our business strategies. If we raise additional funds by issuing equity securities, our stockholders will experience dilution. If we raise additional capital through debt financing, we may be subject to covenants that restrict our operations including limitations on our ability to incur liens or additional debt, pay dividends, repurchase our securities, make certain investments, and engage in certain merger, consolidation or asset sale transactions. Any debt financing or additional equity that we raise may contain terms that are not favorable to us or our stockholders and members. If the needed financing is not available, or if the terms of financing are less desirable than we expect, we may be required to delay, scale back or terminate some or all of our research and development programs. Our funding plan relies on cost- shared funding provided through a cooperative agreement with the DOE. Significant funding has been received from the DOE under four separate cost- share awards granted since 2013. As of ~~March 1, 2023, the DOE had obligated $ 248 million to the current award; of which $ 225 million was collected from the DOE through~~ December 31, ~~2022~~ **2023** ~~. The~~ **, the** overall DOE contribution to NuScale LLC commercialization funding is more than $ 548 **. 0** million. The current DOE award is ~~a~~ $ ~~700~~ **657. 3** million ~~award~~ ($ ~~350~~ **262. 7** million in government funding to be matched by $ ~~350~~ **394. 6** million in private funding). **DOE has fully obligated** ~~We have proposed to revise~~ the **currently authorized** ~~preceding to $ 657 million ($ 328. 5 million in~~ government funding ~~to be matched by $ 328~~ . **Additional** ~~5 million in private~~ funding ~~). Funding~~ is subject to at least annual Congressional appropriations, which may not be forthcoming **, and DOE approval of an increase in federal funding levels** . President Biden' s ~~2024~~ **2025** fiscal year budget proposal to Congress for advanced SMR research and development has not been submitted. The federal budget process is complex — the budget justification and Presidential budget requests are often incomplete; Congress may appropriate different amounts than those requested; and the DOE has varying degrees of discretion to reprogram or transfer appropriated funds. Nonetheless, to the extent Presidential budget requests or DOE budget justifications result in a shift of Congressional appropriations away from SMR funding generally or projects we are developing specifically, those shifts could materially and adversely affect the amount of DOE funding available to us and our business. NuScale **is** ~~and CFPP are~~ requesting a fiscal year ~~2024~~ **2025** appropriation of $ 418 million for advanced SMR research and development, however, the entirety of the appropriations requested for the ~~2023~~ **2024** fiscal year was not fulfilled. If we are unable to continue as a going concern, we may be forced to liquidate our assets and the values we receive for our assets in liquidation or dissolution could be significantly lower than the values reflected in our financial statements. As part of our arrangements with the DOE, we granted the DOE a worldwide, nonexclusive, paid- up license to our intellectual property and to manufacture our SMR technology, and the right to sublicense those rights if specified conditions arise, including if the DOE terminates the award due to material failure to comply with the terms and conditions of the award, or if we fail to meet our cost- sharing obligations or cease developing our SMR. As a result, if we are unable to continue as a going concern, the value of our intellectual property, including in liquidation, may be difficult to assess. Our ability to protect our patents and other proprietary rights may be challenged and is not guaranteed, exposing us to the possible loss of competitive advantage. We rely upon a combination of patents, trademarks, copyrights, trade ~~secret~~ **secrets** ~~,~~ and commercial agreements **,** such as confidentiality agreements, assignment agreements and license agreements **,** to protect the intellectual property associated with our NPMs and related technologies. These measures prevent third parties from using, practicing, selling, manufacturing ~~,~~ or otherwise commercially exploiting our NPMs and related technologies, which would erode our competitive position in our market. Our success depends in large part on our ability to obtain and enforce patent protection for our NPMs, as well as our ability to operate without infringing on or violating the proprietary rights of others. We own and have licensed rights to patents and pending patent applications and will continue to file patent applications claiming new technologies directed to NPMs in the United States and in other jurisdictions based on factors such as commercial viability. As with all industries, the patent position of power modules and nuclear energy companies generally is uncertain and is not a guaranteed right. During the patent procurement process, a patent office may require us or our licensors to narrow the scope of the claims of our or our licensors' pending and future patent applications. This may limit the scope of patent protection and our or our licensors' ability to claim patent infringement if the patent application is subsequently issued. In some cases, a patent application may not issue if we or our licensors are unable to overcome rejections from a patent office. If a patent application does not issue, we or our licensors may lose trade secrets that are disclosed and published in the patent application and third parties may be able to exploit such published information in our patent application. Additionally, even if we obtain a patent registration in one jurisdiction (e. g., the United States), we cannot guarantee that we will obtain a patent registration for the same or related patent application in another jurisdiction (e. g., China) as patent laws differ from jurisdiction to jurisdiction. Additionally, maintaining and enforcing patent rights can involve complex legal and factual questions and may be subject to litigation in some cases. For example, third parties may challenge the validity of our or our licensors' patents based on prior art at a tribunal such as the Patent Trial and Appeal Board at the United States Patent and Trademark Office and / or in a federal court. Because we cannot assure that all of the potentially relevant prior art relating to our patents and patent applications has been found, third parties may prevail in invalidating a patent or preventing a patent application from being issued as a patent. If we or our licensors are able to maintain valid patents or prevail in patent challenges instituted by third parties, we or our licensors may still bear the risk of third parties " designing around " our technologies to avoid an intellectual property infringement claim. We enjoy only limited geographical protection with respect to certain patents and may not be able to protect our intellectual property rights throughout the world. We do not have worldwide patent rights for our NPMs and related

technologies because there is no such thing as worldwide or " international patent rights. " Accordingly, we may not be able to protect our intellectual property rights in certain jurisdictions and their legal systems. Filing, prosecuting and defending patents on our NPMs worldwide can pose several challenges. First, procuring patent rights in multiple jurisdictions would be cost prohibitive because individual patent offices in different jurisdictions will have to examine each patent application separately. Therefore, costs such as examination fees, translation fees and attorney fees are considered. Once a patent is registered, we or our licensors will also have the continued obligation of paying maintenance fees periodically to avoid patents from becoming abandoned or lapsed. Second, the breadth of claims in patents may vary from jurisdiction to jurisdiction. For instance, certain patent offices may require narrower claims, resulting in patent rights that are less extensive. Further, as noted above, we may not be able to obtain patents in some jurisdictions even if we obtain patents in other jurisdictions. Accordingly, our competitors may operate in countries where we do not have patent protection and can freely use our technologies and discoveries in such countries to the extent such technologies and discoveries are publicly known or disclosed in countries where we do have patent protection or pending patent applications. In addition, many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. Many countries also limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we or any of our licensors are forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired, and our business and financial condition may be adversely affected. We may not identify relevant third- party patents or may incorrectly interpret the relevance, scope or expiration of a third- party patent, which might adversely affect our ability to develop and market NPMs. We cannot guarantee that any of our patent searches or analyses, including the identification of relevant patents, the scope of patent claims or the expiration of relevant patents, are complete or thorough because there may be hundreds of thousands of relevant patents worldwide. We also cannot be certain that we have identified each and every third- party patent and pending application in the United States and abroad that is relevant to or necessary for the commercialization of NPMs in any jurisdiction. The scope of a patent claim is generally determined by an interpretation of the law, the written disclosure in a patent, and the patent' s prosecution history. Our interpretation of the relevance or the scope of a patent or a pending application may be incorrect or not accepted by a court of competent jurisdiction. Our determination of the expiration date of any patent in the United States or abroad that we consider relevant may be incorrect or inaccurate. Our failure to identify and correctly interpret relevant patents may negatively impact our ability to develop and market NPMs. In addition, there are several circumstances under which a patent application may not be published and accessible to us or our licensors. For example, patent applications in the United States and many foreign jurisdictions are typically not published until 18 months after filing, but some patent applications in the United States may be maintained in secrecy until the patents are issued. Publications in the scientific literature also often lag behind actual discoveries. Therefore, we cannot be certain that others have not filed patent applications for technology covered by our issued patents or our pending applications, or that we were the first to invent the technology. Our competitors may have filed, and may in the future file, patent applications covering NPMs or technology similar to ours without us knowing. Any such patent application may have priority over our patent applications or patents, which could require us to procure rights to issued patents covering such technologies in order to avoid infringement claims. We may be subject to claims of ownership and other rights to our patents and other intellectual property by third parties. Our confidentiality and intellectual property assignment agreements with our employees, consultants and contractors generally provide that inventions conceived by the party in the course of rendering services to us will be our exclusive intellectual property. While we require our employees, consultants, and contractors to assign such intellectual property to us in the event that the intellectual property is not automatically assigned (e. g., as work made for hire), those agreements may not be honored and obligations to assign intellectual property may be challenged or breached. Moreover, there may be some circumstances where we are unable to negotiate for such ownership rights and / or others misappropriate those rights in the process. We may be subject to claims that former employees, collaborators or other third parties have an interest in our patents or other intellectual property as an owner, a joint owner, a licensee, an inventor or a co- inventor. In the latter two cases, the failure to name the proper inventors on a patent application can result in the patents issuing thereon being unenforceable. Inventorship disputes may arise from conflicting views regarding the contributions of different individuals named as inventors, the effects of foreign laws where foreign nationals are involved in the development of the subject matter of the patent, conflicting obligations of third parties involved in developing our power modules or as a result of questions regarding co- ownership of potential joint inventions. Litigation may be necessary to resolve these and other claims challenging inventorship and / or ownership. Alternatively, or additionally, we may enter into agreements to clarify the scope of our rights in such intellectual property. If we fail in defending any such claims, in addition to paying monetary damages, we may lose exclusive ownership of, or right to use or license valuable intellectual property. Such an outcome could have a material adverse effect on our business. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management and other employees. Regulatory Risk Factors Our SDA applications may not be ~~accepted for review or~~ approved, and any rework necessary to address NRC concerns could significantly delay the commercialization of our products. At the end of 2022, we submitted SDA applications to approve a VOYGR- 6 plant design and to raise the licensed output of our NPM from 50 MWe to 77 MWe. The NRC **accepted the application in July of 2023 and** has begun the ~~acceptance~~ **technical** review. ~~If~~ **There is no assurance that the SDA will be approved, and any revisions necessary to address concerns** the NRC **may have** ~~does not approve our applications, the rework required to address NRC concerns~~ could ~~substantially~~ **significantly** delay the commercialization of our products **, which could have a material adverse effect on our business and financial condition** . Our design is only approved in the United States, and we must obtain approvals on a country- by- country basis before we can ~~sell~~ **complete the sale of** our products abroad, which approvals may be delayed or denied or which may require modification to our design. Our SMR design has not received regulatory approval in any country except the United States. Each country has its own safety approval that we must obtain before we can sell or install

our NPMs abroad. Foreign approval processes may differ materially from the NRC process, and approvals may be denied or delayed in foreign countries, or some countries may require that we alter our design before obtaining approval. Denial or delay in approvals abroad could materially and adversely affect our business. Our customers must obtain additional regulatory approvals before they construct power plants using our NPMs, and approvals may be denied or delayed. The lead time to build a nuclear power facility is long and requires site licensing and approvals from applicable regulatory agencies before a plant can be constructed. The regulatory framework to obtain approvals is complex and varies from country to country. Any delays experienced by our customers in siting a power plant using our products and services could materially and adversely affect our business. Our customers could incur substantial costs as a result of violations of, or liabilities under, environmental laws. The operations and properties of our customers are subject to a variety of federal, state, local and foreign environmental, health and safety laws and regulations governing, among other things, air emissions, wastewater discharges, management and disposal of hazardous, non- hazardous and radioactive materials and waste and remediation of releases of hazardous materials. Although NuScale' s business is to design and sell technology rather than to construct and own or operate power plants, we must design our technology so it complies with such laws and regulations. Compliance with environmental requirements could require our customers to incur significant expenditures or result in significant restrictions on their operations, and the failure to comply with such laws and regulations, including failing to obtain any necessary permits, could result in substantial fines or enforcement actions, including regulatory or judicial orders enjoining or curtailing operations or requiring our customers to conduct or fund remedial or corrective measures, install pollution control equipment or perform other actions. More vigorous enforcement by regulatory agencies, the future enactment of more stringent laws, regulations or permit requirements, including relating to climate change, or other unanticipated events may arise in the future and adversely impact the market for our products, which could materially and adversely affect our business, financial condition and results of operations. We are subject to stringent United States export and import control laws and regulations. Unfavorable changes in these laws and regulations or United States government licensing policies, our failure to secure timely United States government authorizations under these laws and regulations, or our failure to comply with these laws and regulations could have a material adverse effect on our business, financial condition and results of operations. The inability to secure and maintain required export licenses or authorizations could negatively impact our ability to compete successfully or market our SMR technology for commercial applications outside the United States. For example, if we were unable to obtain or maintain our licenses to export certain nuclear hardware, we would be effectively prohibited from exporting our SMR technology in non- United States locations, which would limit the number of customers to those in the United States. In addition, if we were unable to obtain authorization to export our technology, hardware, code or technical assistance, we would experience a limited market for our technology, which would provide a competitive edge to international suppliers of SMRs. In both cases, these restrictions could lead to an adverse impact on our ability to sell our commercial technology. Similarly, if we were unable to secure export authorization, we may need to implement design changes to our NPM to address issues with our domestic supplier chain, which may increase costs or result in delays in delivery of new plants and subsequent additional NPMs when ordered. Failure to comply with export control laws and regulations could expose us to civil or criminal penalties, fines, investigations, more onerous compliance requirements, loss of export privileges, debarment from government contracts or limitations on our ability to enter into contracts with the United States government. In addition, any changes in export control regulations or United States government licensing policy, such as that necessary to implement United States government commitments to multilateral control regimes, may restrict our operations. Our business is subject to a wide variety of extensive and evolving government laws and regulations. Changes in and / or failure to comply with such laws and regulations could have a material adverse effect on our business. Regulatory risk factors associated with our business also include: • our ability to obtain additional applicable approvals, licenses or certifications from regulatory agencies, if required, and to maintain current approvals, licenses or certifications; • regulatory delays, delays imposed as a result of regulatory inspections, and changing regulatory requirements, may cause a delay in our ability to fulfill our existing or future orders, or cause planned plants to not be completed at all, many of which may be out of our control, including natural disasters, changes in governmental regulations or in the status of our regulatory approvals or applications or other events that force us to cancel or reschedule plant construction, which could have an adverse impact on our business and financial condition; and • challenges as a result of regulatory processes or in NuScale' s ability to secure the necessary permissions to establish these plant sites could delay our ability to achieve our target build rate and could adversely affect our business. General Risk Factors **Any** ~~COVID- 19 and any~~ future widespread public health ~~crisis~~ **crises , similar to COVID- 19,** could negatively affect various aspects of our business, make it more difficult for us to meet our obligations to our customers, and result in reduced demand for our products and services. In an effort to halt the outbreak of COVID- 19, a number of countries, including the United States, previously placed significant restrictions on travel, many businesses announced extended closures, and many businesses and governmental agencies allowed employees to work remotely, which in some cases may reduce the effectiveness of those employees. If there is a resurgence in COVID- 19 cases **or a similar health crisis** , travel restrictions and business closures may in the future adversely affect our operations locally and worldwide, including our ability to obtain regulatory approvals and to manufacture, market, sell or distribute our products, which could materially and adversely affect our business ~~. Many of our customers and suppliers worldwide were affected by COVID- 19 and temporarily closed their facilities, which impacted the speed of our customer engagement and research and development. The impact of COVID- 19 on NuScale' s operational and financial performance will depend on various future developments, including the duration and spread of the outbreak and impact on regulatory agencies, customers, suppliers and employees, all of which remain uncertain at this time~~ . We are subject to cybersecurity risks. Like other businesses, we face cybersecurity risks. Threat sources continue to seek to exploit potential vulnerabilities. These cyberattacks are becoming increasingly sophisticated and dynamic. We expect these cyberattacks to continue to occur in the future and we are constantly managing efforts to infiltrate and compromise our information technology systems and data. **While we develop and maintain systems seeking to prevent security breaches from**

occurring, the development and maintenance of these systems is costly and requires ongoing monitoring and updating as techniques used in such attacks become more sophisticated and change frequently. We, and the third parties on which we rely, may be unable to anticipate these techniques or implement adequate preventive measures. A cybersecurity breach, including physical or electronic break- ins, computer viruses, malware, attacks by hackers, ransomware attacks, phishing attacks, supply chain attacks, breaches due to employee error or misconduct and other similar breaches, of our physical assets or information systems, or those of our vendors, business partners and interconnected entities or regulators could impact our operations or result in the theft or inappropriate release of certain types of information, including critical infrastructure information, sensitive customer, vendor and employee data, trading or other confidential data. The risk of these system- related events and cybersecurity breaches occurring continues to intensify, and while we have not directly experienced a material breach or disruption to our network or information systems or our operations to- date, such cyberattacks continue to increase in sophistication and frequency, and we may be unable to prevent all such cyberattacks in the future. If a significant breach were to occur, our reputation could be negatively affected, customer confidence in us or others in the industry could be diminished, or we could be subject to legal claims, loss of revenues, increased costs or operations shutdown **. In addition, our network and information systems are vulnerable to damage or interruption from power outages, telecommunications failures, accidents, natural disasters (including extreme weather arising from short- term or any long- term changes in weather patterns), terrorist attacks and similar events. Our system redundancy may be ineffective or inadequate, and our disaster recovery planning may not be sufficient for all eventualities** . Moreover, the amount and scope of insurance maintained against losses resulting from any such events or security breaches may not be sufficient to cover losses or otherwise adequately compensate for any disruptions to business that could result. Furthermore, in the future, such insurance may not be available on commercially reasonable terms, or at all. In addition, new or updated security regulations or unforeseen threat sources could require changes in current measures taken by us or our business operations and could adversely affect our consolidated financial statements. Changes in tax laws or regulations may increase tax uncertainty and adversely affect results of our operations and our effective tax rate. We will be subject to taxes in the United States and certain foreign jurisdictions. Due to economic and political conditions, tax rates in and duties imposed by various jurisdictions, including the United States, may be subject to change. Our future effective tax rates could be affected by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities and changes in tax laws or their interpretation. In addition, we may be subject to income tax audits by various tax jurisdictions. An adverse resolution by one or more taxing authorities could have a material impact on our finances. Further, we may be unable to utilize any net operating losses in the event a change in control is determined to have occurred. We may become involved in litigation that may materially adversely affect us. We are currently named in a **number of** purported class action ~~lawsuit~~ **lawsuits** ~~related to the Transaction~~ (see " Legal Proceedings ") **,** and from time to time, we may become involved in various legal proceedings relating to **other** matters ~~incidental to the ordinary course of our business~~ , including intellectual property, commercial, product liability, employment, class action, whistleblower and other litigation and claims, and governmental and other regulatory investigations and proceedings. Such matters can be time- consuming, divert management' s attention and resources from the operation of our business and cause us to incur significant expenses or liability or require us to change our business practices. ~~The~~ **One of the** existing **shareholder** class action ~~lawsuit~~ **lawsuits** claims in part that NuScale LLC breached its prior LLC operating agreement or breached a duty of good faith and fair dealing in amending the LLC operating agreement in the Transaction without obtaining the consent of former common unit holders of NuScale LLC as a separate class. **This** ~~While we disagree with plaintiffs' claims, the risk of loss if plaintiffs prevail could be material to the Company. The existing~~ class action lawsuit claims in part that the conversion of preferred units to common units, which occurred in conjunction with the merger, was inequitable to common unit holders. **Plaintiffs are now seeking to amend their complaint to add a claim that this conversion itself breached the operating agreement. The other shareholder class action lawsuit claims that NuScale and members of management made materially false and / or misleading statements and failed to disclose material adverse facts about the Company' s business, operations and prospects, and specifically about certain of the Company' s agreements with customers. While two causes of action were filed, these lawsuits have been consolidated before the same judge in the federal district court in Oregon.** While we disagree with **all of the** plaintiffs' claims **included in the class action lawsuits** , the risk of loss if plaintiffs prevail would be material to the Company. Because of the potential risks, expenses and uncertainties of litigation, we may, from time to time, settle disputes, even where we believe that we have meritorious claims or defenses. Because litigation is inherently unpredictable, we cannot assure you that the results of any of these actions will not have a material adverse effect on our business. Risks Related to Ownership of Our Shares of Class A Common Stock or Warrants Our Organizational Documents designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for substantially all disputes between NuScale Corp and its stockholders. Our Certificate of Incorporation and Bylaws (" Organizational Documents ") provide that the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, another state or federal court located within the State of Delaware, shall be the exclusive forum for certain actions and claims. This choice of forum provision may limit a stockholder' s ability to bring a claim in a judicial forum that it finds favorable for disputes with NuScale or any of its directors, officers or other employees, which may discourage lawsuits with respect to such claims. However, stockholders will not be deemed to have waived NuScale Corp' s compliance with the federal securities laws and the rules and regulations thereunder and this provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act, which provides for the exclusive jurisdiction of the federal courts with respect to all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder, or the Securities Act. Further, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary

rulings by different courts, among other considerations, the Organizational Documents provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Accordingly, there is uncertainty as to whether a court would enforce such provision with respect to suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. If a court were to find the choice of forum provision contained in the Organizational Documents to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, results of operations and financial condition. Our warrant agreement designates the courts of the State of New York or the United States District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of our warrants, which could limit the ability of warrant holders to obtain a favorable judicial forum for disputes with our company. Our warrant agreement provides that, subject to applicable law, (i) any action, proceeding or claim against us arising out of or relating in any way to the warrant agreement, including under the Securities Act, will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and (ii) that we irrevocably submit to such jurisdiction, which jurisdiction shall be the exclusive forum for any such action, proceeding or claim. We will waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, these provisions of the warrant agreement will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any of our warrants shall be deemed to have notice of and to have consented to the forum provisions in our warrant agreement. If any action, the subject matter of which is within the scope of the forum provisions of the warrant agreement, is filed in a court other than a court of the State of New York or the United States District Court for the Southern District of New York (a " foreign action ") in the name of any holder of our warrants, such holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located in the State of New York in connection with any action brought in any such court to enforce the forum provisions (an " enforcement action "), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder' s counsel in the foreign action as agent for such warrant holder. This choice- of- forum provision may limit a warrant holder' s ability to bring a claim in a judicial forum that it finds favorable for disputes with our company, which may discourage such lawsuits. Alternatively, if a court were to find this provision of our warrant agreement inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect our business, financial condition and results of operations and result in a diversion of the time and resources of our management and board of directors. The Warrants are accounted for as liabilities and the changes in value of the Warrants could have a material effect on our financial results. The Warrants are currently classified as liabilities. Under this accounting treatment, we are required to measure the fair value of the Warrants at the end of each reporting period and recognize changes in the fair value from the prior period in our operating results for the current period. As a result of the recurring fair value measurement, our financial statements and results of operations may fluctuate quarterly based on factors which are outside our control. We expect that we will recognize non- cash gains or losses due to the quarterly fair valuation of the Warrants and that such gains or losses could be material. The price of shares of Class A common stock and Warrants may be volatile. The price of shares of Class A common stock and Warrants may fluctuate due to a variety of factors, including: • changes in the industries in which we and our customers operate; • variations in ~~its~~ **our** operating performance and the performance of our competitors in general; • material and adverse impacts of ~~the~~ **pandemics such as** COVID- 19 **,** ~~pandemic or other future pandemics~~ on the markets and the broader global economy; • actual or anticipated fluctuations in our quarterly or annual operating results; • the public' s reaction to our press releases, other public announcements and ~~its~~ filings with the SEC; • our failure or the failure of our competitors to meet analysts' projections or guidance that we or our competitors may give to the market; • additions and departures of key personnel; • changes in laws and regulations affecting ~~its~~ **our** business **or industry** ; • commencement of, or involvement in, litigation involving us; • changes in our capital structure, such as future issuances of securities or the incurrence of additional debt; • publication of research reports by securities analysts about us, our competitors or our industry; • sales of shares of Class A common stock by our stockholders, including those who purchased shares of Class A common stock in private placements in connection with the Merger **, or sales by us under our " at the market " offering arrangement described below** ; and • general economic and political conditions such as recessions, interest rates, fuel prices, foreign currency fluctuations, international tariffs, social, political and economic risks and acts of war or terrorism. These market and industry factors may materially reduce the market price of shares of Class A common stock and Warrants regardless of our operating performance. A significant portion of our total outstanding shares may be sold **into the market. In addition, we and holders of equity awards may also sell additional shares** into the market. This could cause the market price of shares of Class A common stock to drop significantly, even if our business is doing well. Sales of a substantial number of shares of Class A common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of shares of Class A common stock. **On August 9, 2023, we entered into a sales agreement (Sales Agreement) with Cowen and Company, LLC, B. Riley Securities, Inc. and Canaccord Genuity LLC (collectively, " sales agents ") relating to shares of our Class A common stock offered from time to time " at the market. " In accordance with the terms of the Sales Agreement, we may offer and sell shares of our Class A common stock having an aggregate offering price of up to $ 150, 000, 000 from time to time through or to each selling agent acting as our agent or principal.** As of ~~February 28~~ **December 31, 2023, we had sold 1, 737, 378 shares of Class A common stock at a weighted average price of $ 5. 96 per share, for a gross and net price of $ 10. 4 million and $ 9. 8 million, respectively. Subject to certain limitations in the Sales Agreement and compliance with applicable law, we have the discretion to deliver a placement notice to the sales agents at any time throughout the term of the Sales Agreement.**

The number of shares that are sold by a sales agent after we deliver a placement notice will fluctuate based on the market price of the Class A common stock during the sales period and limits we set. Because the price per share of each share sold will fluctuate based on the market price of our Class A common stock during the sales period, it is not possible at this time to predict the number of shares that will be ultimately issued. As of December 31 , 2023, there were (i) ~~69~~ **76** , ~~878~~ **895** , ~~067~~ **166** shares of Class A common stock outstanding, (ii) ~~157~~ **154** , ~~090~~ **477** , ~~820~~ **032** shares of Class A common stock issuable upon the exchange of NuScale LLC Class B units (together with cancellation of an equal number of shares of NuScale Corp Class B common stock) pursuant to the procedures set forth in the A & R NuScale LLC Agreement, and (iii) ~~30~~ **31** , ~~155~~ **279** , ~~710~~ **229** shares of Class A common stock issuable upon the exercise of outstanding stock options ~~and~~ **,** Warrants **and Restricted Stock Units (" RSUs ")** . We have registered on a **Post- Effective Amendment to** Form S- 1 **, on Form S- 3,** the potential resale of ~~209~~ **204** , ~~870~~ **063** , ~~307~~ **030** shares of Class A common stock that otherwise could be subject to resale restrictions. We also have registered on a Form S- 8 an aggregate of 32, 503, 809 shares of Class A common stock issuable upon exercise of options and other equity awards issued under the NuScale LLC Fourth Amended and Restated 2011 Equity Incentive Plan and the NuScale Corp 2022 Long- Term Incentive Plan. The market price of shares of Class A common stock could decline if the holders of shares sell them or are perceived by the market as intending to sell them. **As part of a shelf registration on a Form S- 3, NuScale may offer Class A common stock, debt securities, warrants, and / or units consisting of some or all of the securities in any combination, the aggregate offering price of securities of which must not exceed $ 500, 000, 000. The market price of shares of Class A common stock could decline if the holders of shares sell them or are perceived by the market as intending to sell them.** NuScale Warrants and Options will become exercisable for shares of Class A common stock, which, if exercised, would increase the number of shares eligible for future resale in the public market and result in dilution to our stockholders. Outstanding Warrants to purchase an aggregate of 18, 458, ~~703~~ **701** shares of Class A common stock are exercisable in accordance with the terms of the warrant agreement governing those securities. The exercise price of these warrants is $ 11. 50 per share. In addition, outstanding options exercisable in exchange for an aggregate of ~~12~~ **9** , ~~224~~ **565** , ~~783~~ **211** shares of Class A common stock are or will become exercisable in accordance with the terms of the Fourth Amended and Restated 2011 Equity Incentive Plan of NuScale LLC. To the extent such warrants or options are exercised, additional shares of Class A common stock will be issued, which will result in dilution to the holders of **Class A** common stock and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market or the fact that such warrants may be exercised could adversely affect the prevailing market prices of Class A common stock. Investors' ability to make transactions in our securities could be limited and if we cannot maintain our listing on the NYSE, we may be subject to additional trading restrictions. An active trading market for our securities may not be sustained. In addition, we may be unable to maintain the listing of our securities on the NYSE in the future. The National Securities Markets Improvement Act of 1996, which is a federal statute, prevents or preempts the states from regulating the sale of certain securities, which are referred to as " covered securities. " If our securities were not listed on the NYSE or another national securities exchange, such securities would not qualify as covered securities and we would be subject to regulation in each state in which we offer our securities because states are not preempted from regulating the sale of securities that are not covered securities. Reports published by analysts, including projections in those reports that differ from our actual results, could adversely affect the price and trading volume of our Class A common stock. Securities research analysts may establish and publish their own periodic projections for NuScale **Corp** . These projections may vary widely and may not accurately predict the results we actually achieve. Our share price may decline if our actual results do not match the projections of these securities research analysts. Similarly, if one or more of the analysts who write reports on us downgrades our stock or publishes inaccurate or unfavorable research about our business, our share price could decline. If one or more of these analysts ceases coverage of us or fails to publish reports on us regularly, our share price or trading volume could decline. Moreover, if no analysts commence coverage of us, the market price and volume for our common shares could be adversely affected. We are subject to changing law and regulations regarding regulatory matters, corporate governance and public disclosure that have increased and will continue to increase our costs and the risk of non- compliance. We are subject to rules and regulations by various governing bodies, including the SEC, which are charged with the protection of investors and the oversight of companies whose securities are publicly traded, and to new and evolving regulatory measures under applicable law. Our efforts to comply with new and changing laws and regulations have resulted in, and likely will continue to result in, increased general and administrative expenses and a diversion of management time and attention. Moreover, because these laws, regulations and standards are subject to varying interpretations, their application in practice may evolve over time as new guidance becomes available. This evolution may result in continuing uncertainty regarding compliance matters and additional costs necessitated by ongoing revisions to our disclosure and governance practices. If we fail to address and comply with these regulations and any subsequent changes, we may be subject to penalty and our business may be harmed. We **have in the past and may in the future be subject to short selling strategies that could result in a reduction in the market price of our Class A common stock. Short selling is the practice of selling securities that the seller has borrowed from a third party with the intention of buying identical securities at a later date, at a lower price, to return to the lender and the short seller profits. Accordingly, it is in the short seller' s best interests for the price of the stock to decline. At any time, short sellers may publish, or arrange for the dissemination of, opinions, or characterizations that are intended to create negative market momentum, including through the use of social media. In light of the recent proliferation of generative artificial intelligence tools and large language models, there is also a risk that the dissemination of such opinions, characterizations or disinformation may negatively impact the conclusions that these tools and models draw about our business and prospects. Short selling reports may potentially lead to increased volatility in an issuer' s stock price and to regulatory and governmental inquiries. In October and November 2023, a short seller published reports that contained certain negative and false allegations regarding our business and financial prospects. Regardless of merit, allegations and false statements by short**

sellers may spread quickly and diminish confidence in our business, financial prospects, or reputation. As a result, maintaining or reinforcing our reputation may require us to devote significant resources to refute incorrect or misleading allegations, to pursue or defend related legal actions, or to engage in other activities that could be costly, time consuming or unsuccessful. Additionally, any potential inquiry or formal investigation from a governmental organization or other regulatory body, including an inquiry from the SEC, arising from the presence of such allegations could result in a material diversion of our management' s time and may have a material adverse effect on our business and results of operations. We may be subject to securities litigation, which is expensive and could divert management attention. The market price of our Class A common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We **are now, and** may be **in the future,** the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert management' s attention from other business concerns, which could seriously harm our business.