

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

KOREA HYDRO & NUCLEAR POWER CO., LTD.

AND

JADROVÁ A VYRAĎOVACIA SPOLOČNOSŤ, A. S.

25th November 2024

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “**MOU**”) is made and entered into on the 25th of November 2024 by and between:

KOREA HYDRO & NUCLEAR POWER CO., LTD. (hereinafter referred to as “**KHNP**”), a company duly organized and existing under the laws of the Republic of Korea and whose registered address is 1655 Bulguk-ro, Munmudaewang-myeon, Gyeongju-si, Gyeongsangbuk-do, 38120 Republic of Korea and **JADROVÁ A VYRAĎOVACIA SPOLOČNOSŤ, a. s.** (hereinafter referred to as “**JAVYS**”), a company whose registered address is Jaslovské Bohunice 360, 919 30 Jaslovské Bohunice, Slovak Republic, identification number: 35 946 024, with Commercial Registration in the Business Register of the District Court Trnava, Section Sa, Entry No. 10788/T

Whereas KHNP and JAVYS have a mutual interest in nuclear facility decommissioning and waste management.

Whereas KHNP and JAVYS believe that a co-operative program of sharing of their respective technology know-how and experience in nuclear facility decommissioning would be of mutual benefit.

Whereas JAVYS is responsible for decommissioning of nuclear facilities in the Slovak Republic as well as for spent nuclear fuel and radioactive waste management.

Whereas KHNP is responsible for decommissioning of nuclear facilities in the Republic of Korea and intends to investigate the possibilities for the future management of radioactive waste and of spent nuclear fuel.

NOW, THEREFORE, KHNP and JAVYS (hereinafter referred to individually as a “Party” and are collectively referred to as the “Parties”) set forth their intention to explore mutually beneficial cooperation as follows:

ARTICLE 1 - Purpose

- 1.1 Each Party under this MOU has equal standing, and the Parties will focus on cooperative initiatives.
- 1.2 The purpose of this MOU is to provide a framework for collaboration between the Parties to explore opportunities for mutual cooperation and exchange of information and experiences related to decommissioning and radioactive waste management of each Party.

ARTICLE 2 - Definitions

“Information” means scientific, commercial or technical data or information in any form that is appropriately designated to be provided or exchanged under MOU. All such information and data furnished by a Disclosing Party, whether furnished before or after the date of this MOU and irrespective of the form of communication, is collectively referred to in this MOU as “Information”.

“Disclosing Party” means the Party which provides Information, services and experts or staff to the other Party.

“Recipient Party” means the Party which receives Information, services and experts or staff from the other Party.

ARTICLE 3 - Areas of Cooperation

3.1 The Parties shall endeavor to cooperate in the following scope and additional areas of interest may be added to this list by mutual written agreement.

- 3.1.1 Technical research and development on decommissioning and radioactive waste management
- 3.1.2 Personnel training on decommissioning and radioactive waste management
- 3.1.3 Public relations on decommissioning and radioactive waste management
- 3.1.4 Management of nuclear industry supply chain on decommissioning and radioactive waste management

3.2 Cooperation under this MOU may include, but not be limited to, the following:

- 3.2.1 The Parties create a co-operative program (“the Program”) that will involve reciprocal

visits to the other Party's work location, nuclear sites and a decommissioning project status briefing during the reciprocal visit. The Program will include exchange of information related to decommissioning and radioactive waste management of each Party.

- 3.2.2 The Parties envisage to arrange at least one (1) reciprocal visit a year. The detailed schedule and a list of invitees will be arranged by the Parties' representatives.
- 3.2.3 The Program and all activities carried out hereunder shall comply with all laws and regulations applicable to the Parties.
- 3.2.4 To decide details of reciprocal visits and implement the areas of cooperation as set out in this MOU, the Parties will conduct meetings and discussions between the Parties' representatives when necessary.

ARTICLE 4 – Exchange of Information

The Parties shall endeavor to exchange and share information in the scope listed above to each other through a friendly and cooperative relationship.

- 4.1 Any information to be disclosed shall be such that the Disclosing Party considers appropriate to provide or disclose, and the Disclosing Party shall not be obliged to provide or disclose the following:
 - Confidential or proprietary Information of the Disclosing Party;
 - Information which the Disclosing Party obtained from a third party, and is requested not to disclose to any other third party;
 - Information which is subject to export control license, before obtaining such license from the competent bodies; and
 - Other Information which the Disclosing Party finds inappropriate to provide or disclose.
- 4.2 The Parties acknowledge that no warranty or representation is given or implied as to the accuracy or completeness of any Information, provided, however, that the Disclosing Party warrants that it has the proper right to disclose the Information to the Recipient Party.

ARTICLE 5 – Mechanisms of Cooperation

The Parties may cooperate in methods of regular dialogues, mutual delegation visits, meetings, conference, exchange visits, benchmarking, technical assistance, or exchange of documents, electronically recorded data or reports. In case of long term assignment, the conditions of such assignments shall be agreed upon through a separate agreement.

ARTICLE 6 – Expenses

Each Party shall bear its own costs and expenses in executing and implementing this MOU unless otherwise mutually agreed in writing by both Parties.

The visiting Party shall bear all the costs in connection with its personnel during the term of visit to the other Party.

The visiting Party shall remain employer of its personnel visiting the other Party and shall subscribe and maintain during the whole term of the visit necessary insurance policies including but not limited to employer's liability insurance, third party liability insurance, individual accident and medical assistance.

ARTICLE 7 – Language

English shall be the formal language in the Information exchanged between the Parties.

ARTICLE 8 – Indemnity

The Disclosing Party shall have no liability to the Recipient Party for any costs, losses, damages and expenses arising from Information disclosed unless such costs, losses, damages and expenses arise from fraud or willful default of the Disclosing Party.

ARTICLE 9 – Confidentiality

9.1 The Recipient Party may internally use any Information free of charge at its own discretion and without any notification to the Disclosing Party, provided, however, that the Recipient Party shall not disclose any Information to any third party without prior written approval of the Disclosing Party, except for Information:

- (a) which now or subsequently comes into the public domain other than as a result of a breach of the undertaking of confidentiality set forth in this MOU;
- (b) which is received by the Recipient Party without restriction on disclosure or use from a third party which the Recipient Party reasonably believes is free to make such disclosure;
- (c) which is independently developed by the Recipient Party; or
- (d) which is required to be disclosed by any requirement of law or by government authority.

9.2 Notwithstanding Article 9.1 hereof, the Recipient Party may disclose any information to any officers, directors, employees, affiliates, agents, representatives (including attorneys, accountants and other professional advisers) of the Party and other authorized state bodies having need to know the information in order to assist the Recipient Party in its performance of this MOU and that disclosure is limited to the information necessary to enable that assistance. In case, the Information is subject to export control, the Recipient Party shall limit any disclosure of such information in accordance with the conditions of the export license.

ARTICLE 10 – Responsibility relating to disclosed third party

If the Recipient Party receives prior written approval of the Disclosing Party and discloses the Information to any third party pursuant to Articles 9.1 or 9.2 hereof, such Recipient Party shall bear all responsibility for any act or omission to act of such third party.

After expiration or termination of this MOU, Article 8 hereof shall continue to be in force. Articles 9 and 10 shall be in force for three (3) years after any expiration or termination of this MOU.

ARTICLE 11 – Proprietary Information

All copyright and other intellectual property in and relating to the information shall belong to the Disclosing Party. The Recipient Party shall not have any such rights in relation to the Information and no license or other rights to such Information is granted or implied.

It is agreed that any improvement or enhancement made to the Information shall be considered as a part of such Information and any title or rights shall be vested in the Party owning such Information.

ARTICLE 12 – Compliance with Laws and Regulations

The Parties shall observe and abide by all applicable laws and regulations in any applicable jurisdiction, including without limitation all export control laws and regulations and international agreements, either multilateral or bilateral, in performing this MOU.

ARTICLE 13 – Term and Termination

This MOU will remain in effect for an initial period of five (5) years from the date of execution hereof, unless either Party propose termination at an earlier date by giving written notice to such at least six (6) months in advance of the proposed date. After completion of such five (5)-year period, this MOU shall continue, except that either Party may terminate this MOU upon a notification submitted six (6) months in advance of the desired termination date to the other Party.

The Party terminating this MOU in accordance with this Article 13 shall not be liable for any indemnity to the other Party resulting from the termination of this MOU.

Either Party may terminate this MOU in the event of a serious breach by the other Party of its obligations and failure to cure such breach within thirty (30) days following the receipt of a written notification of the non-defaulting Party requesting the remedy of such breach. Serious breach includes breach of the confidentiality obligations set out in Article 9 or the event of breach by the other Party of its other obligations under this MOU.

ARTICLE 14 – Amendments

Unless agreed to in writing by the Parties, this MOU shall not be changed, modified or amended.

ARTICLE 15 – Assignment

Neither Party may assign to any third party its right or obligations under this MOU without the prior written consent of the other Party, any attempt of such assignment without such consent shall be of no force and effect and shall be null and void.

ARTICLE 16 – Public Announcement

16.1 In the event that a Party is requested by law or regulation to make a public announcement regarding this MOU or its contents, then that Party shall notify the other Party of that requirement in advance of its proposed announcement, and the Parties will discuss the content, manner and timing thereof so as to allow that announcement to be made in a timely fashion in accordance with the applicable requirements of law or regulation.

16.2 KHNP acknowledges that JAVYS is obliged under Slovak law to publish this MOU in the official register of public contracts available on the website: <https://www.crz.gov.sk/> and that according to Slovak law the MOU shall be effective upon JAVYS on the next day after such publication.

ARTICLE 17 – Governing Law and Disputes Resolution

- 17.1 Each Party is to conduct the activities provided for under this MOU in accordance with the applicable laws and regulations of its respective country.
- 17.2 This MOU and any disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by, and constructed in accordance with, the laws of England.

- 17.3 All disputes arising in connection with the MOU which cannot be settled amicably shall be resolved by mediation followed, if necessary, by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration shall be held in the English language.
- 17.4 The arbitration shall be held in Seoul (Korea) if KHNP is the defending Party and in Vienna (Austria) if JAVYS is the defending Party.
- 17.5 The arbitral award shall be final and binding on the Parties.
- 17.6 Notwithstanding the above Article 17.3, the Parties acknowledge that the breach or threatened breach of this MOU, in particular the provisions of confidentiality obligations may result in irreparable injury to a Party and that, in addition to its other remedies, a Party shall be entitled to injunctive relief from any court of competent jurisdiction to restrain any threatened or continued breach of this MOU.

ARTICLE 18 – Freedom of Information

- 18.1 The Parties shall cooperate to comply with their respective obligations under the Slovakia Free Access to Information Act 211/2000 Coll. (**FAIA**), as amended, and the Korean Official Information Disclosure Act (OIDA), as amended, which shall apply whenever either Party receives a request for confidential information (a “**RFCI**”) which, in that Party’s reasonable opinion is likely to involve the disclosure of one of the Party’s Confidential Information.
- 18.2 Each Party shall inform the other Party within three (3) working days of receiving the RFCI and shall consult in good faith with the other Party to ascertain whether disclosure of the Proprietary Information would be likely to prejudice the commercial interests of either Party for the purposes of paragraphs 8 to 12 of FAIA and Article 3 of OIDA.
- 18.3 In determining its response to the RFCI the Party shall comply with Article 4 of this Memorandum of Understanding. If the response is about commercially sensitive or confidential information for the Disclosing Party, the Recipient Party shall receive it with the Disclosing Party’s consent to it.
- 18.4 If the Disclosing Party determines that it should disclose information in response to an RFCI received by the Recipient Party, then the Disclosing Party shall provide such information to the Recipient Party as soon as reasonably practicable.
- 18.5 Both Parties shall provide all necessary assistance as reasonably requested by the other Party to enable the other Party to respond to a RFCI within the time for compliance set out in paragraph 17 of the FAIA and in Article 11 of OIDA.

ARTICLE 19 – Notification

All notices related to the implementation of this MOU shall be communicated between the nominated representatives as shown below, unless otherwise notified in writing:

Korea Hydro & Nuclear Power Co., Ltd.

Mr. Won-Taek, Kwon

Vice president of Backend management &
Decommissioning department

Korea Hydro & Nuclear Power Co., Ltd.

1655 Bulguk-ro, Munmudaewang-myeon,
Gyeongju-si, Gyeongsangbuk-do,
38120, Republic of Korea

Tel : 82-54-271-2121

E-mail : kwon.taek@khnp.co.kr

Date of signature:

KHNP

Joo-Ho, Whang

President & Chief Executive Officer

Jadrová a vyrad'ovacia spolocnost', a.s.

Mr. Peter Gerhart – BoD Chairman

Mr. Miroslav Obert – BoD Vice-Chairman

Jadrová a vyrad'ovacia spolocnost', a.s.

Jaslovské Bohunice 360, 919 30 Jaslovské
Bohunice, Slovak Republic

Tel.: 431 222 222

E-mail: peter.gerhart@javys.sk

Date of signature:

JAVYS

RNDr. Peter Gerhart, PhD.

Chairman of the Board of Directors

Ing. Miroslav Obert

Vice-Chairman of the Board of Directors