

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (“MOU”) is made and effective this 17th day of July, 2023 (“**Effective Date**”) by and between the following parties:

Westinghouse Electric Company LLC, a Delaware limited liability company with offices at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, USA (“**Westinghouse**”); and

Jadrova a vyradovacia spolocnost, a. s., is a state-owned company with offices at Jaslovske Bohunice 360, 919 30 Jaslovske Bohunice, Slovak Republic (hereinafter referred to as “**JAVYS**”).

Westinghouse and JAVYS shall be referred to individually as a “**Party**” and collectively as “**Parties**”.

WHEREAS, JAVYS, a nuclear and decommissioning company in Slovakia, is pursuing the **AP1000**TM nuclear power plant as part of their overall nuclear energy approach using latest technology to replace older units and develop the best solution for Slovakia that addresses decarbonization, increasing electricity demand and security of supply;

WHEREAS, Westinghouse is a leading supplier of safe, innovative nuclear technology, including AP1000 technology, and aims at being the supplier of choice for JAVYS to safely, reliably, economically and efficiently operate and decommission nuclear facilities;

WHEREAS, JAVYS is interested in establishing a framework of cooperation that provides structure for further detailed technical and commercial discussions between the Parties related to AP1000 technology;

WHEREAS, Westinghouse technology pioneered commercial nuclear power and is engaged in designing, developing and supplying commercial nuclear technology and equipment on a global basis, and Westinghouse has developed an advanced AP1000 nuclear power plant that is currently operating in China and in the United States;

WHEREAS, JAVYS is currently exploring the development of a potential AP1000 project in Slovakia, aiming for a decision in the future for the best approach;

WHEREAS, JAVYS is open to further technical and commercial discussions with Westinghouse to meet the stated targets;

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein, the Parties hereby agree as follows:

1. **Framework of Collaboration.** JAVYS and Westinghouse agree to establish a framework of collaboration for detailed technical and commercial discussions and explore cooperation on the next steps to implement AP1000 technology in Slovakia.
2. **Compliance with Laws.** Each Party shall comply with all applicable governmental policies, requirements, laws and regulations, any applicable international treaties or agreements, and other regulatory requirements, including laws and regulations relating to anti-bribery, anti-corruption, fraud, kickbacks, or other similar anti-corruption law or regulation of the E.U., the U.S., the U.K., Slovakia, and any other relevant country. Each Party represents to the other, that it has not given nor will give or offer to give any sum of money or anything of value to any person, directly or indirectly, as an inducement to influence the granting of any governmental act, decision, approvals, licenses, or other governmental permission (including without limit those of a political party or state-owned or controlled

company) in furtherance of the goals of this MOU, whether or not such an act is customary or constitutes a violation of law.

3. **Costs**. Each Party shall be responsible for its own costs of performance of its responsibilities under this MOU.
4. **Non-Exclusivity**. Parties will cooperate non-exclusively with each other with respect to the provisions of this MOU but agree to discuss the potential for having an exclusive relationship as the Parties further cooperate on the first project in Slovakia.
5. **No Other Obligation**. The Parties agree that neither Party shall be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this MOU, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion, with or without cause, terminate its cooperation discussions and negotiations with the other Party.
6. **Confidentiality; Publicity**. The Parties agree that actions taken, and information shared under this MOU constitute confidential information of each Party. A Proprietary Information Agreement between the Parties will govern disclosure of any confidential information between the Parties. Any news release, public announcement, advertisement, or publicity proposed to be released by any Party concerning the cooperative arrangement set forth herein and identifying the other Party in connection with this MOU or resulting contracts or subcontracts shall be subject to the approval of the other Party prior to release, which approval shall not be unreasonably withheld.
7. **Entire Agreement**. This MOU contains the entire understanding between the Parties and supersedes all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to their cooperation and framework of collaboration for deployment of AP1000 technology in Slovakia.

IN WITNESS WHEREOF, each of the Parties has caused this MOU to be executed on the Effective Date.

JADROVA A VYRADOVACIA SPOLOCNOST, A. S.

By: _____

Name: _____

Title: _____

WESTINGHOUSE ELECTRIC COMPANY LLC

By: _____

Name: _____

Title: _____

**PROPRIETARY INFORMATION AGREEMENT BETWEEN
WESTINGHOUSE ELECTRIC COMPANY LLC & JADROVA A VYRADOVACIA SPOLOCNOST, A. S.**

This **Proprietary Information Agreement** (“**Agreement**”) is made and effective this 17th day of July, 2023 (“**Effective Date**”) by and between the following parties:

Westinghouse Electric Company LLC, a Delaware limited liability company with offices at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, USA (“**Westinghouse**”); and

JADROVA A VYRADOVACIA SPOLOCNOST, A. S., is a company with 100% of the shares held by the state, who exercises its rights as a shareholder through the Ministry of Economy of the Slovak Republic, with offices at Jaslovske Bohunice 360, 919 30 Jaslovske Bohunice, Slovak Republic (“**JAVYS**”);

Westinghouse and JAVYS shall be referred to individually as a “**Party**” and collectively as “**Parties**”.

WHEREAS, Westinghouse owns and considers to be proprietary, or is under an obligation to a third party to maintain as proprietary, and treats as secret or confidential, certain technical, business or commercial information in oral, written, electronic or physical form which pertains to the **AP1000™** nuclear power plant;

WHEREAS, JAVYS owns and considers to be proprietary, or is under an obligation to a third party to maintain as proprietary, and treats as secret or confidential, certain technical, business, or commercial information in oral, written, electronic or physical form which pertains to its past, current, and future business and operations; and

WHEREAS, each Party intends to disclose such information to the other Party and intends to receive such information from the other Party, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein, the Parties hereby agree as follows:

1. Definitions.

- a) The term “**Proprietary information**” shall mean the terms and subject matter of this Agreement and all information, data, software, drawings, designs, specifications, hardware, matter or thing of a secret, proprietary, confidential or private nature identified as confidential, proprietary or the like by the Disclosing Party, relating to the business of the Disclosing Party, including matters of a technical nature (such as know-how, processes, data and techniques), matters of a business nature (such as information about schedules, costs, profits, markets, sales, customers, the Parties’ contractual dealings with each other), matters of a proprietary nature (such as information about patents, patent applications, copyrights, trade secrets and trademarks), other information of a similar nature, which is to be made available by the Disclosing Party to the Receiving Party, and any other information that has been derived from the foregoing information by the Receiving Party. Proprietary Information to be disclosed hereunder is as is described in the recitals.
- b) The term “**Receiving Party**” shall be used to refer to the Party receiving Proprietary Information from the other Party, and
- c) The term “**Disclosing Party**” shall be used to refer to the Party making such Proprietary Information available to the Receiving Party.

2. **Purpose of Disclosure.** The Receiving Party shall use the Proprietary Information solely for the purpose of identifying and promoting business opportunities and determining feasibility for deploying AP1000 technology in Slovakia ("**Purpose**"), and for no other purpose.
3. **Duty to Protect Proprietary Information.** The Receiving Party shall maintain the Proprietary Information in secrecy and confidence.
4. **Marking the Proprietary Information.** If Proprietary Information is made available in written, electronic or physical form, it shall be marked "proprietary", "confidential" or the like, and if disclosed orally, the disclosure shall be preceded by a verbal notification of its proprietary nature and be confirmed as Proprietary Information in writing within twenty-one (21) days after the oral disclosure thereof.
5. **Disclosure Only to Employees and Approved Third Parties.** The Receiving Party shall disclose the Proprietary Information only to its employees who (a) have a need to know solely for the Purpose set forth in Article 2 above, (b) have been informed by the Receiving Party of the confidential nature of the Proprietary Information, and (c) have agreed in writing to comply with either (i) the terms of this Agreement or (ii) another nondisclosure agreement having terms substantially the same as, but no less restrictive than, the terms of this Agreement. The Proprietary Information shall not be disclosed to any other person, company, or third party (including parent companies, sister companies, subsidiary companies, and consultants) without the prior written approval of the Disclosing Party. Notwithstanding the foregoing, the Parties agree that Westinghouse may disclose the Proprietary Information to employees of its subsidiary and affiliate companies, subject to the aforementioned conditions. In the event the Disclosing Party approves any further disclosure or transmittal by the Receiving Party to any third party, such third party shall execute an appropriate non-disclosure, licensing or similar agreement having terms substantially the same as, but no less restrictive than, the terms of this Agreement and either (i) including the Disclosing Party as a party to that agreement or (ii) naming the Disclosing Party as a third party beneficiary in such agreement, and in this case, the Receiving Party shall provide the Disclosing Party a copy of such executed agreement. The Receiving Party shall thereafter disclose or transmit such Proprietary Information to such third party only on a proprietary and confidential basis.
6. **No Copies without Prior Approval.** Except where necessary for the Purpose, Proprietary Information shall not be copied, reproduced, reverse engineered or excerpted in any way or form, including by additive manufacturing or 3-D printing, (collectively referred to as "**Reproductions**") by the Receiving Party. All Reproductions shall include the Disclosing Party's proprietary notice or where applicable, a third party's proprietary notice that was included with the original Proprietary Information. Regardless of the form of the Proprietary Information as submitted, or of any markings appurtenant to the Proprietary Information itself, the Disclosing Party agrees that the Receiving Party may store Proprietary Information received hereunder in hardcopy or electronic form in an electronic data management system, subject to the limitations of this Agreement.
7. **Legally Compelled Disclosure.** In the event that the Receiving Party is required in any judicial proceeding or by any governmental authority to disclose any Proprietary Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from the Disclosing Party, the Receiving Party is nonetheless, in the written opinion of its counsel, legally compelled to disclose such Proprietary Information, the Receiving Party may, without liability hereunder, disclose only that portion of the Proprietary Information which such counsel

advises the Receiving Party it is legally required to disclose, provided that the Receiving Party exercises commercially reasonable efforts to preserve the proprietary and confidential nature of the Proprietary Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that proprietary and confidential treatment will be accorded the Proprietary Information.

8. **No Transfer of Title, Right or Interest.** The Disclosing Party and/or its licensors retain all right, title, and interest in and to the Proprietary Information it discloses hereunder. Nothing in this Agreement or in any disclosures made hereunder shall be construed as granting to the Receiving Party any patent, copyright or design license or rights of use under similar intellectual property rights which may now or hereafter exist in the Proprietary Information.
9. **Compliance with Laws.** Each Party shall comply with all applicable governmental policies, requirements, laws and regulations, any applicable international treaties or agreements, and other regulatory requirements. Each Party shall be responsible for its own costs of such compliance obligations
10. **Compliance with Export Control Laws.** The Receiving Party agrees not to disclose, directly or indirectly, transfer, export, or re-export any Proprietary Information, or any direct products or technology resulting therefrom to any country, natural person or entity, except in accordance with applicable export control laws, specifically the United States ("U.S."), the European Union ("E.U."), (including the European Community, EU 2021/821), the United Kingdom ("U.K.") and other applicable government export control laws and regulations ("Applicable Export Laws"). To assure compliance with the Applicable Export Laws of the U.S. Government, specifically the U.S. Department of Energy export regulations of nuclear technology under 10 C.F.R. Part 810 (U.S. Code of Federal Regulations), the U.S. Department of Commerce export regulations of commercial or dual use-technology under 15 C.F.R. 730 et seq., and the U.S. Department of Treasury sanctions programs and sanctions lists, the Receiving Party shall not disclose or permit the disclosure, transfer, export, or re-export, directly or indirectly, any Proprietary Information it receives hereunder, or any product or technology derived from such Proprietary Information without the prior written permission of the Disclosing Party, which may be contingent on additional U.S. Government and/or other government approvals. The Receiving Party represents and warrants that (i) neither Receiving Party nor its personnel (including its employees, contractors, officers, directors and principal owners) are currently included in any published lists maintained by the governments of the U.S., E.U., U.K. and other countries of persons and entities whose export or import privileges have been denied or restricted, (ii) Receiving Party will not use the Proprietary Information in any activity prohibited by 15 C.F.R. Part 744, including without limitation nuclear, chemical, or biological weapons proliferation activities, and (iii) the Receiving Party will not disclose Proprietary Information to any countries for which the U.S., the E.U., the U.K. and other applicable governments and international organizations maintain an embargo or to citizens or residents thereof if prohibited by such embargo. The Receiving Party shall fully comply with all such Applicable Export Laws with regards to the Proprietary Information it receives hereunder and shall cooperate in good faith with the reasonable requests of the Disclosing Party made for purposes of its compliance with such laws and regulations. Notwithstanding any other provisions in this Agreement, the obligations set forth in this Article 10 shall be binding on the Parties so long as the relevant Applicable Export Laws are in effect.
11. **Data Protection.** Both parties agree to will comply with all requirements of applicable Data Protection Legislation. To the extent that the Receiving Party will be receiving any Proprietary Information that contains personal data, they will maintain appropriate administrative, physical, and technical

safeguards. Those safeguards will include, but will not be limited to, measures designed to protect the unauthorized access to or disclosure of any Proprietary information that contains personal data.

12. Exceptions. Nothing in this Agreement shall apply to any Proprietary Information that:

- (a) at the time of disclosure hereunder is generally known or readily available to the trade or public or becomes so known or readily available other than as a result of any violation of this Agreement by the Receiving Party or any of its employees; or
- (b) is lawfully obtained at any time from a third party legally entitled to possess the information and provide it to the Receiving Party, if the use or disclosure (as appropriate) is in accordance with the rights or permission lawfully granted to the Receiving Party by such third party; or
- (c) was known by or in the possession of the Receiving Party or its employees without any confidentiality or use restriction, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or
- (d) was independently developed by the Receiving Party without the use or benefit of Proprietary Information, as established by documentary evidence.

13. Responsibility for Acts of Employees and Approved Third Parties. The Receiving Party shall be liable for any unauthorized disclosure of the Proprietary Information or the use of the Proprietary Information for other than the Purpose (collectively hereinafter "**Unauthorized Use**") by any person in its employment or any third party to which the Receiving Party has further disclosed Proprietary Information. The Receiving Party shall immediately report to the Disclosing Party any disclosure of the Proprietary Information in violation of this Agreement or any non-disclosure, licensing or similar agreement executed pursuant to Article 5 herein. The Receiving Party agrees to take all reasonable steps to minimize the adverse effects of any such disclosure and to cooperate fully with the Disclosing Party in its efforts to minimize such adverse effects.

14. Remedies. The Receiving Party acknowledges the value to the Disclosing Party of the Proprietary Information and agrees that irreparable harm may result to the Disclosing Party and/or its licensors in the event of an Unauthorized Use for which money damages alone may be an inadequate remedy. In such event, the Disclosing Party shall have the right to revoke and terminate this Agreement and also shall have the right to seek a restraining order or other appropriate injunctive or equitable relief against the Receiving Party for continued Unauthorized Use. The Disclosing Party shall be entitled to seek all other remedies available in either law or equity to enforce the Receiving Party's compliance with this Agreement.

15. Request for Return of Proprietary Information. At any time during or after the term of this Agreement, at the Disclosing Party's written request, or otherwise upon the expiration or termination of this Agreement, the Receiving Party shall, at the Disclosing Party's option, promptly return to the Disclosing Party or destroy all Proprietary Information, including all Reproductions, except that Receiving Party may retain archival copies of Proprietary Information maintained in computer system backup files that are not readily available and archived copies of Proprietary Information that the Receiving Party is required to retain under 10 C.F.R. 50 Appendix B; however, the treatment and use of any retained Proprietary Information shall remain subject to the terms of this Agreement. If Proprietary Information is destroyed by the Receiving Party, the Receiving Party shall provide the Disclosing Party with a certificate executed by a duly authorized officer authenticating the destruction.

16. No Obligation to Disclose. Nothing in this Agreement shall be construed or implied to obligate either Party to furnish any specific type of Proprietary Information to the other Party.

17. **No Representation as to Sufficiency of Proprietary Information.** The Disclosing Party makes no representation whatsoever (and none is to be implied or relied upon by the other Party) as to the sufficiency or accuracy of its Proprietary Information provided hereunder, the ability of the Receiving Party to use the Proprietary Information for its intended purpose, or the result to be obtained therefrom. The Disclosing Party expressly disclaims any and all warranties, including any implied warranty of fitness for a particular purpose or merchantability.
18. **No Liability for Use or Misuse of Proprietary Information.** The Disclosing Party and its licensors shall not be liable with respect to or resulting from the use or misuse, or the results of such use or misuse, of any Proprietary Information furnished hereunder, and the Receiving Party shall be exclusively responsible and liable and shall defend, indemnify and hold harmless the Disclosing Party from any claims or liability with respect to or resulting from any such use or misuse of its Proprietary Information furnished hereunder or any errors therein or omissions therefrom.
19. **Additional Confidentiality Obligations.** Except as required by applicable federal, state or local law or regulation, or otherwise as mutually agreed to in writing by the Parties, neither Party shall disclose to any person that the Proprietary Information has been made available to the other Party, that discussions or negotiations may be, or are, underway between the Parties regarding the Proprietary Information or the Purpose, or any terms, conditions or other arrangements that are being discussed between the Parties in relation to the Proprietary Information or the Purpose.
20. **No Other Obligation.** The Parties agree that neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.
21. **Modification.** This Agreement may not be superseded, amended, or modified except by written agreement of the Parties.
22. **Assignment.** A Party shall not assign this Agreement without the prior written approval of the other Party. Any purported assignment without such prior approval shall be null and void.
23. **Governing Law; Arbitration.** This contract shall be governed by the substantive law of England and Wales. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce binding on the date of initiation of the arbitration proceedings. The seat of arbitration shall be London, England. The arbitral tribunal shall be composed of three arbitrators. The language to be used in the arbitral proceedings shall be English. Notwithstanding the foregoing, each Party has the right to seek injunctive or other equitable relief in an appropriate court of law."
24. **No Waiver.** The failure of a Party to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provision, nor shall it in any way affect the validity of this Agreement or the right of such Party to enforce each and every provision.
25. **Severability.** If any provision of this Agreement becomes invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.
26. **Counterparts.** This Agreement may be executed in any number of parts, all of which taken together shall be considered to comprise one and the same document, and this Agreement shall become binding

on both Parties when both Parties have completed delivery of an executed counterpart copy to the other Party. Delivery may be effected by actual delivery or by electronic transmission of an executed counterpart copy to the other Party.

27. **Effective Date; Expiration; Term and Termination; Survival of Certain Terms.** The term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date unless extended in writing by the Parties. Either Party may terminate this Agreement at any time by providing written notice to the other Party. Unless agreed otherwise between the Parties in writing, the obligations of the Parties under this Agreement, including those provisions related to confidentiality and export control, shall survive until the Proprietary Information falls into the public domain through no act or failure to act on the part of the Receiving Party in accordance with the provisions of this Agreement or with any other confidentiality agreement entered into with any third party.
28. **Precedence.** The terms of this Agreement shall take precedence over specific legends, notations or statements associated with the Proprietary Information when delivered and received.
29. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the disclosure and protection of the Proprietary Information.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as a legally binding contract on the Effective Date.

WESTINGHOUSE ELECTRIC COMPANY LLC

Signed: _____
Name: _____
Title: _____

JADROVA A VYRADOVACIA SPOLOCNOST, A. S.

Signed: _____
Name: _____
Title: _____