

Memorandum of Understanding

This Memorandum of Understanding is made as of this **26 June 2023** by and between

Jadrová a vyrad'ovacia spoločnosť, a.s. with its registered seat at: Jaslovské Bohunice 360, 919 30 Jaslovské Bohunice, Slovakia, ID No. 35 946 024, VAT No.: SK2022036599, herein represented by Mr. Pavol Štuller, Chairman of the Board of Directors and Mr. Vladimír Švigár, Vice-Chairman of the Board of Directors (“**JAVYS**”) and

TECHNIP ENERGIES ITALY S.P.A. with the registered seat at Viale Castello della Magliana 68, 00148 Rome (RM), Italy, VAT No. IT04874901004 herein represented by Marco Villa, Chairman of the Board of Directors (“**TECHNIP**”)

(being individually referred to also as the “**Party**” or collectively referred to as the “**Parties**”) with reference to the following background.

WHEREAS

JAVYS is a Slovak state-owned company assuring the back-end part of nuclear power engineering focusing on safety, quality, and protection of environment. JAVYS is also focused, directly or through daughter companies, to develop future projects in the field of power generation with zero emissions philosophy like the green hydrogen ones.

TECHNIP is a world-leading engineering and technology player for the energy transition and decarbonization, offering among others also full green hydrogen project lifecycle development from technology screening to delivery and beyond.

EUROPEAN COMMISSION's aim is to reduce European energy dependence, particularly through clean hydrogen. REPower EU action plan calls to accelerate the deployment of innovative hydrogen-based solutions and cost-competitive renewable electricity.

In 2021, THE GOVERNMENT OF THE SLOVAK REPUBLIC approved the National Hydrogen Strategy “*Ready for the Future*” the aim of which is to promote the competitiveness of the Slovak economy and significantly contribute to carbon-neutral society, mainly through implementation of hydrogen technologies, utilization of hydrogen in different areas of the energy sector and cooperation with other EU countries with respect to hydrogen activities.

PARTIES are interested to develop their common activities and support each other with their expertise and know-how in the field of green hydrogen projects.

NOW, THEREFORE, in consideration of the premises and the agreements contained in this Memorandum of Understanding, the Parties agree as follows:

I. SCOPE AND PRINCIPLES OF COOPERATION

The Parties share their will to set up a cooperation in the field of green hydrogen projects in

accordance with the principles of mutual respect, equality and mutual benefits, in order to cope with the promoted decarbonization activities and incentive introduced by the European Commission as well as with the commitments made by the Slovak Republic in this respect.

In accordance with this MoU, the Parties will share their expertise and will define areas of cooperation including opportunities for training, research, and development of new clean hydrogen technologies in Slovakia.

II. Non-Disclosure Agreement

In connection with this Memorandum of Understanding and with mutual cooperation of the Parties, each Party (as to information disclosed by it, the “**Disclosing Party**”) is prepared to furnish the other Party (as to information received by it, the “**Receiving Party**”) with certain confidential and proprietary information concerning its know-how. All such information furnished by a Disclosing Party, whether furnished before or after the date of this Memorandum of Understanding and irrespective of the form of communication, is collectively referred to in this Memorandum of Understanding as “**Evaluation Material**”.

NOW, THEREFORE, the Parties agree as follows:

- 1) The Receiving Party agrees that it is important that all Evaluation Material received by it remain confidential. Accordingly, the Receiving Party agrees that it shall give access and allow the use of the Evaluation Material only to those of its directors, officers, employees, agents, advisors and representatives who are directly involved in the evaluation of or participation in the Project, it being understood that, prior to being given access to the Disclosing Party's Evaluation Material, each of the Receiving Party's agents, advisors and representatives (herein, such Party's “**Representatives**”) shall be informed of the confidential nature of such Evaluation Material and agree to be bound by the terms of this Memorandum of Understanding.
- 2) To maintain the confidentiality of the Evaluation Material received by it, the Receiving Party and each individual or entity agreeing to be bound by this Memorandum of Understanding agrees:
 - a) not to use, or allow the use for any purpose of, any such Evaluation Material, except for the purpose of Project participation and the terms thereof; and
 - b) not to disclose, or allow disclosure of, any such Evaluation Material except to its affiliates or to its Representatives, in each case only to the extent necessary to permit such affiliates or Representatives to assist the Receiving Party in making the evaluations or participation in Project referred to in article II. above.
- 3) If either Party decides that it does not wish to proceed with Project, it will promptly inform the other Party of that decision. In addition, either Party may elect at any time by notice to the other to terminate further access by the other Party to, and review of, the Evaluation Material. In either such case each Party agrees to promptly return or destroy (with such destruction to be certified to the Disclosing Party) all Evaluation Material

disclosed to it, without retaining any copy thereof, except that one copy of such Evaluation Material may be retained in the legal files of the Receiving Party.

- 4) This Memorandum of Understanding shall be inoperative as to particular portions of the Evaluation Material disclosed to the Receiving Party if such information
 - a) becomes generally available to the public other than as a result of a disclosure by the Receiving Party, its Representatives, or its affiliates,
 - b) was available to the Receiving Party on a non-confidential basis prior to its disclosure to such Party by the Disclosing Party or its agents, advisors, or representatives,
 - c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its agents, advisors, or representatives when such source is entitled, to the best of the Receiving Party's knowledge, to make the disclosure,
 - d) was independently developed by the Receiving Party without reference to such Evaluation Material, or
 - e) is required to be disclosed under applicable law.
- 5) Each Party agrees that, for a period of one year from the date of this Memorandum of Understanding, neither it nor any of its affiliates will solicit the employment of or hire, or cause to be solicited the employment of or hired, any current officer or employee of the other with whom it has had contact, or who was specifically identified to such Party, during the period of Project evaluation/participation, so long as such officer or employee is employed by the other Party or any of its affiliates.
- 6) The terms of this Memorandum of Understanding may be modified or waived only by a separate writing signed by each of the Parties that expressly modifies or waives any such term.
- 7) This Memorandum of Understanding shall be binding upon the Parties and their respective affiliates and Representatives and be governed by and construed in accordance with the laws of Slovak republic. Slovak courts shall have the exclusive jurisdiction over all matters pertaining this Memorandum of Understanding.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be duly executed on the date first written above.

Mr. Pavol Štuller
Chairman of the Board of Directors of
Jadrová a vyrad'ovacia spoločnosť, a.s.

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Mr. Vladimír Svigár
Vice-Chairman of the Board of Directors
of Jadrová a vyrad'ovacia spoločnosť, a.s.

Mr. Marco Villa
Chairman of the Board of Directors of
TECHNIP ENERGIES ITALY S.P.A.

