

## **Memorandum of Understanding**

### **Between**

**Jadrová a vyrad'ovacia spoločnosť, a.s.** (hereinafter referred to as "**JAVYS**"), with registered office in Jaslovské Bohunice 360, 919 30 Jaslovské Bohunice, Slovak Republic, with a capital equal to Euro 36 446 940, identification number: 35 946 024, VAT number: SK 2022036599, with Commercial Registration in the Business Register of the District Court Trnava, Section Sa, Entry No. 10788/T, represented by RNDr. Peter Gerhart, PhD. - Chairman of the Board of Directors and Ing. Miroslav Obert – Vice-Chairman of the Board of Directors, with the necessary powers to sign this memorandum

### **and**

**FUCINA ITALIA SRL ("Fucina Italia")**, with registered office in Località Montegemoli, 12/a – 57025 Piombino (LI), with a capital of Euro 500.000.00, Tax Code and VAT number 01771070495, registered in the Register of Companies of Maremma and the Tyrrhenian Sea at no. 01771070495, represented by Giambattista Toscano as CEO, with the necessary powers to sign this memorandum

JAVYS and Fucina Italia are hereinafter defined, individually, as the "**Party**" and, jointly, as the "**Parties**".

### **Preamble**

- Whereas JAVYS owns the design and manufactures containers for radioactive waste transport, storage and disposal made of concrete reinforced when necessary with steel fibres for the purpose of the nuclear activities of the JAVYS to which it belongs and of its customers, JAVYS being the owner of relative design and manufacturing know-how;
- Whereas Fucina Italia, in its quality of manufacturer and seller of metallic containers for radioactive waste, wishes enlarging its catalogue of containers for the Italian nuclear market and has contacted JAVYS with that aim;

- Whereas JAVYS wishing to spread its perimeter of relative commercial activities, is interested to reinforce the distribution of its products as proposed by Fucina Italia, in Italy;
- Whereas Fucina Italia declares having an organization allowing it to distribute the Products in an efficient way and commits itself to strictly observe the obligations detailed in the present MoU and in the Contract and notably those relative to the training of its sellers;

**Now, therefore, the Parties agree as follows:**

#### **Article 1 – Object of the MoU**

The present MoU is intended to define the engagements of each Party in a commercial relation of exclusive distribution by Fucina Italia of Products specified in Preamble of this MoU in Italy, including their documentation provided by JAVYS, for the Low-Level and the Intermediate-Level Waste – in terms of the Italian legislation, the law Nr. 2.

The Present MoU implies an exclusive distribution right in Italy for a two year period, which can be extended, from the effective date (Article 11) renewable. The extension of the MoU must be agreed by the parties before the expiry of that period. JAVYS commits itself not to sell the Products in Italy without the involvement of Fucina Italia in the conditions detailed in Articles 2, 3 and 4.

Details of cooperation under this MoU will be agreed by the Parties in a separate contract (referred to in this MoU as the “Contract”).

#### **Article 2 – Relations between the Parties**

For any opportunities of selling Products in Italy, the Parties commit to define together the most effective way to manage the request, the products to supply and the after-sale phase.

In any case of failure to get the buying order, neither of the two Parties can claim the other to receive any compensation for pricing, promotional or commercial action.

Fucina Italia will not be able to be considered in any way as the representative of JAVYS and will not be able to act nor commit in the name of JAVYS for any reason whatsoever.

### **Article 3 – Engagements by Fucina Italia**

Fucina Italia commits:

- to promote the offer of the JAVYS concrete container (JCC) on the Italian market;
- to promote the offer of the Products also on the European market; in such case the profit will be divided between Fucina Italia and JAVYS on case by case basis following the shares specifically agreed on particular business case; the promoting of the Products on the European market doesn't oblige JAVYS to an exclusive cooperation with Fucina Italia;
- to propose new demands and new developments to JAVYS.

### **Article 4 – Engagements by JAVYS**

JAVYS commits:

- To supply Fucina with 3 pcs of JCC prototypes. Conditions of such supply will be agreed separately.
- To supply the technical and commercial elements allowing Fucina Italia to sell the products;
- To form and to bring the technical and industrial support (construction and warranty) to Fucina Italia;
- To grant Fucina Italia a fixed and invariable price for the duration of partial Contracts for the supply of JCC to be defined furthermore, detailed in the respective Contracts;
- To respond to the demands sent by Fucina Italia and to treat them, by mutual agreement, through Fucina Italia;
- In case it receives a solicitation directly from an Italian company, to agree with Fucina Italia on the best way to manage such opportunity and to define possible specific financial conditions.

### **Article 5 – Transfer of risks and transfer of property**

The transfer of risks and transfer of property to the customer take place at JAVYS manufacturing plant. JAVYS is responsible for the JCC until they are loaded up on the means of transport. Fucina Italia takes in charge the transportation (including transport liability) of JCC from the moment the

mean of transport moves from the place of loading, in accordance with the INCOTERM specified in the purchase order.

## **Article 6 – Intellectual property, Non-disclosure Agreement**

### **6.1 Intellectual property, non-disclosure**

JAVYS keeps the exclusive property of the know-how, of the designs and patterns and of the rights of intellectual property which will be communicated to Fucina Italia (hereinafter referred also as to “Receiving Party”) in the setting of this MoU or that are related to the performance of the subject matter of this MoU. The same applies to the the Contract. The Receiving Party shall not have any such rights and no license or any other rights to such know-how and to the rights of intellectual property is granted or implied, unless otherwise agreed. The Receiving Party is entitled to make technical adjustments of JCC according to the specific requirements of its client, consisting of adjusting the lid of the container to ensure its removability. In case that the client of the Receiving Party makes such a request, the Receiving Party undertakes to ask JAVYS for the consent with such adjustments in advance, describing the proposed adjustments. JAVYS can refuse consent only for serious reasons, which will be justified in detail. If JAVYS does not respond within 10 days of the request, it is considered that JAVYS has given this consent. Receiving Party is obliged to act in such a way that these rights are not violated. The Receiving Party is entirely responsible for and will indemnify JAVYS for any damages arising from a breach of this obligations. In addition to these claims, JAVYS is also entitled to unilaterally withdraw from this MoU.

In the context of cooperation between JAVYS and Fucina Italia under this Memorandum of understanding, JAVYS may be required to disclose confidential information.

Retransmission to third parties or publication of this information by the recipient may harm the legitimate interests of JAVYS and its client Fucina Italia.

Accordingly, the Receiving Party agrees to comply with the terms of this Non-disclosure Agreement (hereinafter referred as to “the Agreement”) as defined below.

### **6.2 Confidential Information**

In the context of this MoU, the term "Confidential Information" means any information or other data communicated in any form (and in particular orally, in writing or by electronic means) directly or indirectly by or on behalf of JAVYS to the Receiving Party, whether before the date of signature of this MoU or subsequently, in the context of or on the occasion of this MoU. The term includes in



particular any information or data of a scientific, technical, technological, industrial, social, commercial, financial, legal or other nature, whether or not covered by intellectual property rights, including in particular all plans, drawings, estimates, processes, know-how, methods, studies, software or packages, names of customers or partners.

### **6.3 Use and non-disclosure of Confidential Information**

The Receiving Party undertakes to preserve the confidential nature of the Confidential Information it receives from JAVYS. As such, Fucina Italia undertakes in particular:

6.3.1 not to communicate, directly or indirectly, all or part of the Confidential Information to third parties without the specific, prior and written consent of JAVYS. In the event that JAVYS gives its specific consent, the Receiving Party may transmit the Confidential Information in question to interested third parties only if such third parties undertake in advance and in writing to comply with obligations at least as stringent as those deriving from the present MoU. In any case, the Receiving Party shall remain fully liable towards JAVYS for any breach by such third parties of their confidentiality obligations as defined above.

6.3.2 not to transmit the Confidential Information to persons other than members of its own staff or, where applicable, to other third parties authorized under Article 6.3.1 above who urgently need to know it for the execution of the Project. In accordance with its obligations under competition law, the Receiving Party undertakes, in case of carrying out activities competing with those of JAVYS, not to communicate the commercially sensitive Confidential Information received, where applicable (relating in particular to prices, volumes or production costs), to parties who can take them into account in developing the Receiving Party's current or future business strategy.

6.3.3 use and reproduce the Confidential Information exclusively for the exclusive purposes of the Object of this MoU. The Receiving Party undertakes in particular not to use the Confidential Information for purposes contrary to the legitimate interests of JAVYS, in particular the Receiving Party undertakes not to use the Confidential Information to directly or indirectly approach any customer, supplier or other current or potential business partner of JAVYS or encourage such customer, supplier or business partner to terminate its relationship with JAVYS.

6.3.4 keep on any medium the Confidential Information, any notices relating to ownership and/or confidentiality that may exist, even during their authorized reproduction;

6.3.5 to take all reasonable measures, at least as protective as those adopted by the Receiving Party for the protection of its own confidential information, in order to prevent and protect against theft as well as against unauthorized use, disclosure and/or reproduction of the Confidential Information.

#### **6.4 Exceptions**

6.4.1 The Receiving Party shall not be subject to the obligations set forth in the preceding Article 6.3 with respect to Confidential Information of, which the Receiving Party may provide written evidence:

- i) Confidential Information which were already publicly known at the time they were received or subsequently became known without breach by the Receiving Party of the provisions of this Undertaking or any other confidentiality undertaking to which it was subject; OR
- ii) having received Confidential Information legitimately from a third party not bound, directly or indirectly, by a confidentiality commitment towards JAVYS; OR
- iii) Confidential Information which have been developed by the Receiving Party without using the Confidential Information communicated by JAVYS.

6.4.2 The Receiving Party undertakes to notify JAVYS in writing, prior to any disclosure, of any request for communication of Confidential Information that may be ordered by an administrative or judicial authority, specifying the nature and scope of the Confidential Information requested. The Receiving Party undertakes to use its best efforts and to cooperate with JAVYS to the maximum extent possible in order to limit the content and quantity of Confidential Information disclosed to the minimum necessary.

#### **6.5 Warranties - liability**

6.5.1 The Receiving Party is entirely responsible for and will indemnify JAVYS for any damages arising from the use or misuse of the Confidential Information received.

6.5.2 The Receiving Party acknowledges that any breach of this Undertaking may cause serious damage to JAVYS, which is sometimes difficult to quantify. Monetary compensation cannot therefore constitute the sole means of remedying a proven or anticipated breach. The Receiving Party therefore acknowledges and agrees that JAVYS may resort to any emergency measure aimed at preventing the Receiving Party's use or communication of Confidential Information such as an injunction to do or not to do, without prejudice to its right to compensation.

## **6.6 Ownership of Confidential Information**

Subject to the rights of third parties, the Confidential Information remains the entire property of JAVYS. Therefore, the disclosure by JAVYS to the other Receiving Party of Confidential Information under this Agreement may in no event be construed as conferring on the Receiving Party, expressly or implicitly, any right whatsoever on the Confidential Information, including any intellectual property rights relating thereto.

Nothing in this Agreement shall be construed as a waiver by JAVYS of any right to protect its Confidential Information under any patent or other intellectual property right.

The Receiving Party undertakes in particular not to file applications for industrial property titles, in any country, containing all or part of the Confidential Information it has received under this Undertaking.

## **6.7 – Duration**

The Parties undertake to maintain the provisions of this non-disclosure agreement even after expiry of this MoU.

## **Article 7 – Brands, Trademarks and logos**

Fucina Italia commits to use the trademarks and logos of JAVYS only for the promotion and the advertising of the products and in such a way to preserve the rights of JAVYS.

Fucina Italia doesn't have any right on the brands, trademarks and logos of JAVYS.

## **Article 8 – Financial Conditions**

To be defined in the Contracts.

## **Article 9 – Guarantee and exclusions**

### **9.1 Guarantee**

JAVYS ensures the guarantee of the quality of the goods sold according to the conditions below:

- During the guarantee period, JAVYS ensures, for free (components and manpower) and at its own choice, the repair, the replacement or the repayment of the Products with a manufacture defect;

- The Products are guaranteed during a period of 12 months (to be agreed) from the date of their pick-up at JAVYS manufacturing plant.

## **9.2 Guarantee exclusions**

The guarantee by JAVYS doesn't apply to defects resulting from incorrect or inadequate transport, handling, storage or disposal conditions of the Products and/or from modification of the Products not approved by JAVYS or from a bad use of the Products.

## **Article 10 – Termination**

This MoU may be terminated at any time within its validity by mutual consent in writing.

Upon the termination or expiry of this MoU, neither Party shall have any claim against the other for any costs and/or compensation, unless previously agreed otherwise under this MoU.

## **Article 11 – Applicable law and dispute resolution**

### **11.1 Applicable law**

This MoU is governed by Italian law.

### **11.2 Dispute resolution**

Any dispute relating in particular to the validity, interpretation and execution of this MoU shall be settled by mutual negotiation amicably. In case the negotiation is unsuccessful, the dispute shall be subject to the exclusive jurisdiction of the courts of Livorno competent according to the nature of the dispute, including in summary proceedings and other emergency measures.

### **11.3 Export control regulations**

To the extent where the provisions of this MoU are subject to export control regulations, the Parties undertake to comply with such regulations.

## **Article 12 - Publication, effective date**

FUCINA acknowledges that JAVYS is obliged under the 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. JAVYS will notify FUCINA of the effective date without undue delay.



### Article 13 – Final provisions

Upon the execution of this MoU, the Parties shall not assign or transfer any of their rights, interests and obligations hereunder to any third party without the prior written consent/approval of the other Party.

This MoU may be modified or amended only by mutual written agreement of both Parties.

**Jadrová a vyrad'ovacia spoločnosť, a.s.**

**FUCINA ITALIA SRL**

Mr. Peter Gerhart – BoD Chairman

Mr. Giambattista Toscano

Mr. Miroslav Obert – BoD Vice-Chairman

Jadrová a vyrad'ovacia spoločnosť, a.s.

FUCINA ITALIA SRL

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Bohunice, Slovak Republic

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Tel.:

Tel.: E-mail:

E-mail:

Date of signature:

Date of signature: 17.12.2024

JAVYS a.s.

FUCINA ITALIA SRL

Firmato digitalmente da:  
TOSCANO GIAMBATTISTA  
Firmato il 16/12/2024 09:35  
Seriale Certificato: 3654947  
Valido dal 13/06/2024 al 13/06/2027

InfoCamere Qualified Electronic Signature CA

RNDr. Peter Gerhart, PhD.

Mr. Giambattista Toscano

Chairman of the Board of Directors

Sole Director

Ing. Miroslav Obert Vice-Chairman of the Board  
o Directors