

**CURRENT REPORT FILED WITH THE POLISH FINANCIAL SUPERVISION AUTHORITY
IN WARSAW**

DATE: December 1st 2021

Subject: [Memorandum of understanding on cooperation with Electricité de France S.A. \[Current Report 44/2021\]](#)

Text of the report:

The Management Board of RAFAKO S.A. of Racibórz (the “**Company**”) announces that, on December 1st 2021, the Company and Electricité de France S.A. of Paris (“**EDF**”) signed a Memorandum of Understanding to look into potential cooperation with respect to a nuclear power plant project planned to be implemented under the Polish Nuclear Power Programme (the “**MoU**” and the “**Project**”), after the Company and EDF had expressed interest in undertaking cooperation with respect to the Project.

The purpose of the MoU is to define the terms and conditions under which the Company and EDF will assess, acting in good faith and with due diligence, their intended cooperation with respect to the Project on the assumption that the Company would become a subcontractor of EDF (or its affiliate) for the manufacture of tanks and pressure vessels and for the provision of related services under the Project, with a proviso that the scope of cooperation between the Company and EDF could ultimately be extended by the Steering Committee, as described below.

The MoU provides for the appointment by its parties of :

1. a Working Group, reporting to the Steering Committee, whose role will be to implement the purpose of the MoU referred to above;
2. a Steering Committee, consisting of one representative of the Company and one representative of EDF, which, based on the results of work carried out by the Working Group, will decide whether such cooperation between the Company and EDF in connection with the Project is feasible and reasonable. In the event of an affirmative decision, the Company and EDF undertake in good faith to enter into a relevant agreement. The Steering Committee’s decision will require unanimity.

The MoU further stipulates that:

1. It does not create an obligation to cooperate and the engagement in such cooperation, or the entry into a cooperation agreement, will remain entirely at the discretion of each of the parties to the MoU and, accordingly, neither party will be liable to the other party if such cooperation is not undertaken;
2. It does not provide for any exclusivity between its parties with respect to matters governed thereby.

The MoU further states that it is governed by the laws of France and that any disputes arising therefrom will be submitted for resolution to an arbitration tribunal of three arbitrators, in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC), whose arbitration award will be final and binding upon the parties to the MoU.

Legal basis:

Article 17(1) of the Market Abuse Regulation – inside information.

Radosław Domagalski-Łabędzki, President of the Management Board

Maciej Stańczuk, Vice President of the Management Board