(DRAFT) SUSPENSION MEMORANDUM OF AGREEMENT

pursuant to Articles 9^1 and 23^{1a} of the Labor Code

entered into in Jastrzębie-Zdrój on ....

by and between:

Jastrzębska Spółka Węglowa S.A. with its registered office in Jastrzębie-Zdrój; address: Aleja Jana Pawła II 4, 44-330 Jastrzębie-Zdrój, entered in the Register of Commercial Undertakings kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register, KRS: **0000072093**, Taxpayer Identification Number (NIP): 6330005110, share capital: PLN 587,057,980, represented by:

- ………………………………………………………………….,
- ………………………………………………………………….,

hereinafter referred to as: the **Employer** or **JSW S.A.**

and

Representative Trade Union Organizations, represented by:

- Zakładowa Organizacja Koordynacyjna NSZZ Solidarność JSW S.A.,
- Związek Zawodowy KADRA Pracowników JSW S.A.,
- Federacja Związków Zawodowych Górników JSW S.A.,

hereinafter jointly referred to as: **Trade Union Organizations**,

hereinafter jointly referred to as: **Parties.**

§ 1

1. Considering the very difficult economic situation of JSW S.A. the Parties, acting to protect jobs, consider it necessary to take cost-cutting measures in the area of employment-related benefits.
2. The Employer and the Trade Union Organizations, pursuant to Articles 9^1 and 23^{1a} of the Labor Code, enter into this Memorandum of Agreement on the suspension of the application of certain collective agreements concluded with trade unions and in force at JSW S.A., including in particular the Memorandum of Agreement of 19 February 2018, the Memorandum of Agreement of 28 March 2018, the Memorandum of Agreement of 8 February 2023, the Regulations of 11 October 2010, and the internal regulations of JSW S.A., as well as employee benefits specified in employment contracts and resulting from terminated Company-Level Collective Bargaining Agreements and Regulations and decide on the exceptional, temporary application of less favorable terms and conditions of employment than those resulting from employment contracts concluded with employees to the extent specified in this Memorandum of Agreement.

§ 2

The Parties agree that the 14th salary for 2025 shall be paid by the end of 2027. The date of payment of this benefit shall be agreed upon in a separate agreement between the Parties.

§ 3

1. The remaining amount of the Miner’s Festival bonus and the Miner’s Festival cash equivalent for 2025, shall be paid in two equal installments: by 31 August 2026 and 3 December 2026.

2. The Miner’s Festival bonus and the Miner’s Festival cash equivalent for 2026 shall be paid in full no later than 31 December 2027, however, the first installment of no less than 30% of the benefit due shall be paid on 3 December 2026.
3. The Miner’s Festival bonus and the Miner’s Festival cash equivalent for 2027 shall be paid in full no later than 31 December 2028, however, the first installment of no less than 30% of the benefit due shall be paid on 3 December 2027.
4. Detailed dates and rules for the payment of the remaining parts of the benefits specified in sections 2 and 3 shall be specified in a separate Memorandum of Agreement.

§ 4

The right to the 14th salary for the year 2026 is hereby suspended.

§ 5

The Parties to the Memorandum of Agreement, taking into account the difficult financial standing of the Employer, agree that for the period from 1 February 2026 to 31 December 2027:

1. The payment of the free coal allowance referred to in the Memorandum of Agreement of 8 February 2023 is hereby suspended.
2. The payment of tickets from the Miner’s Charter, referred to in the Memorandum of Agreement of 28 March 2018, is hereby suspended.
3. The provisions of the "Regulations for awarding bonuses for improving occupational health and safety at JSW S.A." agreed on 11 October 2010 (as amended) are hereby suspended.
4. The application of the Memorandum of Agreement of 19 February 2018 is suspended to the extent specifying the rules for calculating remuneration for sick leave and sick pay. During the suspension period, sick leave and sick pay shall be calculated on the basis of the rules set out in the Labor Code and the act on cash benefits from social insurance in the event of sickness and maternity.

§ 6

1. § 1 section 2 of the Memorandum of Agreement of 21 December 2022, is hereby amended for the period from 1 February 2026 to 31 December 2026 to read as follows:

   The value of meals shall be determined on the basis of the minimum wage set by the Council of Ministers and shall constitute:

   a) 1.5% of the above-mentioned remuneration for employees employed in the positions specified in the Memorandum of Agreement of 24 October 2019;
   b) 1.0% of the above-mentioned remuneration for employees employed in the positions specified in the Memorandum of Agreement of 6 November 2019.”
2. § 1 section 2 of the Memorandum of Agreement of 21 December 2022, is hereby amended for the period from 1 January 2027 to 31 December 2027 to read as follows:

   The value of meals shall be determined on the basis of the minimum wage set by the Council of Ministers and shall constitute:

   a) 1.0% of the above-mentioned remuneration for employees employed in the positions specified in the Memorandum of Agreement of 24 October 2019;
   b) 0.5% of the above-mentioned remuneration for employees employed in the positions specified in the Memorandum of Agreement of 6 November 2019.”

§ 7

1. The Memorandum of Agreement shall be concluded for a period of 23 months, i.e. it shall be valid until 31 December 2027 and enter into force on the date of its signing, effective as of 1 February 2026.
2. In connection with the conclusion of this Memorandum of Agreement, the application of the Collective Agreement of 31 March 2021 is suspended solely with regard to employee benefits covered by this Memorandum of Agreement.

§ 8

1. If, during the term of this Memorandum of Agreement, there is a significant improvement in the economic standing of JSW S.A., the Employer shall pay the benefits suspended under the Suspension Memorandum of Agreement, without interest, subject to section 2.
2. The payment of the benefits referred to in section 1 shall be made taking into account the activation of the cash surplus distribution mechanism ("Cash-Sweep"). The Cash-Sweep mechanism shall involve the proportional distribution of cash surpluses to employees and financing institutions.

§ 9

1. The Parties agree that the Party wishing to renegotiate the terms of this Memorandum of Agreement shall submit such a proposal to the other Party in writing. The letter should contain proposals for changes and detailed justification for them, taking into account the economic situation of JSW S.A.
2. The analysis of JSW S.A.'s economic situation shall be provided by the JSW S.A. Management Board to the Trade Union Organizations on the dates specified for periodic reports provided to investors, published by JSW S.A. as a public company.

§ 10

1. The content of this Memorandum of Agreement has been read and the Parties confirm with their signatures that they accept its provisions without reservations.
2. The Employer undertakes to immediately send a copy of this Memorandum of Agreement to the competent district labor inspector.

Trade Union Organizations: **JSW S.A. Management Board:**