

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Aether Group LLC	2. Registration Number 7385
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3. Primary Address of Registrant  
 38 Lyell Street, Los Altos, CA 94022

4. Name of Foreign Principal RoPower Nuclear SA	5. Address of Foreign Principal Crystal Tower, Blvd. Iancu de Hunedoara, nr.48 Bucuresti ROMANIA 011745
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6. Country/Region Represented  
 ROMANIA

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
  
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The project company RoPower Nuclear SA, owned in equal shares by SC Nuclearelectrica SA and Nova Power & Gas SA, will take steps toward deploying a NuScale VOYGR-6 (462 MWe) power plant in Romania.

b) Is this foreign principal:

- |   |   |  |
|---|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents hereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
22 MARCH 2024	CHARLES EDMUND PETERSON	

## Appendix

### Response to Item 11

**Item 11: Explain fully all items answered "Yes" in Item 10(b).**

Item 10(b) Owned: RoPower is 50% owned by Nuclearelectrica SA (SNN SA). Since July 27, 1998 SNN SA is registered with the Register of Commerce, Chamber of Commerce and Industry, as a state of Romania owned company. SNN SA is reporting to the Ministry Energy. After the listing on the Bucharest Stock Exchange in 2013, the state owns 82,49% of Nuclearelectrica's shares and other shareholders - 17,50%.

Item 10(b) Directed: RoPower is 50% owned by Nuclearelectrica SA (SNN SA). Since July 27, 1998 SNN SA is registered with the Register of Commerce, Chamber of Commerce and Industry, as a state of Romania owned company. SNN SA is reporting to the Ministry Energy. After the listing on the Bucharest Stock Exchange in 2013, the state owns 82,49% of Nuclearelectrica's shares and other shareholders - 17,50%.

In addition, due to the nature of power generation, the company will be under significant regulatory oversight by the Romanian state.

Item 10(b) Controlled: The Romanian state will have indirect control. RoPower is 50% owned by Nuclearelectrica SA (SNN SA). Since July 27, 1998 SNN SA is registered with the Register of Commerce, Chamber of Commerce and Industry, as a state of Romania owned company. SNN SA is reporting to the Ministry Energy. After the listing on the Bucharest Stock Exchange in 2013, the state owns 82,49% of Nuclearelectrica's shares and other shareholders - 17,50%.

Item 10(b) Financed: RoPower is 50% owned by Nuclearelectrica SA (SNN SA). Since July 27, 1998 SNN SA is registered with the Register of Commerce, Chamber of Commerce and Industry, as a state of Romania owned company. SNN SA is reporting to the Ministry Energy. After the listing on the Bucharest Stock Exchange in 2013, the state owns 82,49% of Nuclearelectrica's shares and other shareholders - 17,50%.

The Romanian state will be indirectly funding the project.

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Aether Group LLC

2. Registration Number  
7385

3. Name of Foreign Principal  
RoPower Nuclear SA

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 02/01/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The principal has contracted with the principal to, upon request, deliver business strategy opinions in conversation, written and presentation form.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The principal has contracted with the principal to, upon request, deliver business strategy opinions on developing power generation facilities in Romania. There registrant will consult as requested by the foreign principal 1) verbally via phone, video meeting, or in person, 2) via written form developing strategies documented in memorandums and/or white papers, and 3) via presentation.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
01/30/2024	United Airlines	Flights SFO-IAD-SFO for the registrant to participate in meetings with the foreign principal	\$ 2,437.20
02/03/2024	JW Marriott	Hotel for the registrant while participating in meetings with the foreign principal	\$ 1,765.33
			\$ 4,202.53
			Total

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/22/2024	Charles Edmund Peterson	/s/Charles Edmund Peterson
_____	_____	_____
_____	_____	_____
_____	_____	_____



**CONFIDENTIAL**

Consulting Agreement

between

RoPower Nuclear, SA

and

Æther Group, LLC

01 February 2024

# CONFIDENTIAL

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## CONFIDENTIAL

### Consulting Agreement

#### RoPower Nuclear SA and Æther Group, LLC

This Consulting Agreement is between Æther Group LLC. with its principal place of business at 171 Main Street Suite 116, Los Altos, California, 94022 (Æther Group) and ROPOWER NUCLEAR SA with offices at 18 Aleea Sinaia, administrative building, 1st floor, Doicesti, Dambovita County, 137195, Romania ("RoPower"), collectively, the Parties and into as of \_\_01 February 2024\_\_\_\_\_ (the "Executive Date").

WHEREAS these recitals are incorporated as part of this Agreement, and

WHEREAS the Æther Group and RoPower desire to enter into an agreement in which they will work together to develop nuclear facilities in Romania and in other jurisdictions (the "Project"), and

WHEREAS Æther Group has a team that has helped other nuclear power plant owners to develop their projects on-time and on-budget, and

WHEREAS RoPower intends to develop Small Modular Reactor ("SMR") nuclear power plants both in Romania and in other jurisdictions, and

WHEREAS Æther Group agreed to perform some of the services prior to the formalization of the binding and effective Agreement, and RoPower agreed to pay for such services following the Execution Date, and the Parties agree such services and compensation for the same are subject to the entire Agreement

WHEREAS Æther Group and RoPower hereby enter into an Agreement between them, setting out the working arrangements that each of the two agree are necessary to complete the Project,

NOW THEREFORE in consideration of the mutual promises herein, the Parties agree as follows:

#### 1. Statement of Work

Æther Group will perform the Services for RoPower according to the terms and conditions of this Agreement and the attached statements of work. Each statement of work will be incorporated into this Agreement when it is authorized by RoPower.

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### 2. Coordination and Assistance

RoPower will inform Æther Group in writing of the individuals with whom Æther Group will interface with respect to each Statement of Work. RoPower and Æther Group will develop appropriate procedures to assure timely and appropriate coordination of efforts in support of the Services. RoPower will provide information and assistance as is reasonably required to permit Æther Group to complete each Statement of Work. Any materials furnished by RoPower for use by Æther Group will remain the property of RoPower and are subject to the confidentiality clauses provided for in this Agreement.

### 3. Background Work

RoPower and Æther Group both have an existing inventory of documents, software and services that have been used in the development of nuclear power plants (Background Work). All rights, title and interest in this Background Work will remain with the existing owner.

### 4. Work Developed for RoPower

As Æther Group's Background Work is modified for RoPower and any reference to the Æther Group is removed, the modified work shall no longer be considered as Background Work but shall become the property of RoPower and both parties agree to discuss Æther Group having a nonexclusive, worldwide, license in perpetuity to make use and sell products using the modified work with any and all references to RoPower and/or RoPower's business activity being deleted.

### 5. In-License Agreements

All rights and licenses granted to RoPower hereunder that is licensed to Æther Group pursuant to an in-license agreement from a third-party vendor that is in effect prior to the Effective Date of this Agreement are subject and subordinate to the terms and conditions of the applicable in-license agreement. Æther Group shall promptly notify RoPower with respect to such in-license agreements that may impact the performance of services under this Agreement.

Æther Group shall promptly notify RoPower with regard to any amendment, annulment, or dissolution of the in-license agreements of Æther Group and which may impact the execution of this Agreement and Æther Group shall make best efforts to mitigate any potential impacts in relation to such events. Failure to promptly notify RoPower on such events entitles the latter to seek adequate damage compensations. Æther Group shall use commercially reasonable efforts to obtain from each in-license agreement vendor a consent to a sublicense to RoPower on the terms and conditions provided herein under the applicable in-license agreement of the rights and licenses granted to

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Æther Group thereunder relating to intellectual property rights provided, however, that such commercially reasonable efforts do not require Æther Group to pay any consideration to an in-license vendor that is not provided for in the applicable in-license agreement or reimbursed by RoPower.

It is agreed that RoPower is not liable and shall not be held responsible for any incidental damages arising from or in relation to the performance of such in-license agreements between Æther Group and a third-party vendor.

### 6. Payment.

#### 6.1. Fees

The fees for the Services are set forth in the applicable Statement of Work.

#### 6.2. Invoicing and Payment

Æther Group will invoice RoPower as set forth in the Statement of Work and RoPower will pay such invoiced amounts within thirty (30) days of the date of invoice. RoPower agrees to pay interest at the rate of 0.5% per month (or, if less, the maximum amount permitted under applicable law) for all amounts not paid within thirty (30) days from the date of invoice. If RoPower fails to pay any invoiced amount within sixty (60) days after the date of the invoice, then Æther Group, in addition to any remedy allowed by the applicable law, may terminate or suspend the provision of goods and services and assess the late charge set forth herein.

#### 6.3. Taxes

Æther Group shall pay all taxes incurred as a result of Æther Group's compensation, including income taxes, social taxes, and withholding taxes due in relation to the performance of this Agreement. No payments shall be made by RoPower in connection with the performance of this Agreement and RoPower shall not be held liable for any such non-payment, if Æther Group does not provide RoPower with a US withholding tax certificate and/or a US tax residency certificate issued for Æther Group, stemming from the relevant US tax authority.

### 7. Term and Termination

#### 7.1. Term

This Agreement is effective on the Effective Date and will automatically terminate 2 years thereafter, unless earlier terminated by either Party, as set forth herein (the "Term").

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### 7.2. Termination

The Agreement may be terminated by mutual agreement.

Without prejudice to the above, either Party may terminate this Agreement with 30 days' written notice in the event that all Statements of Work have terminated or expired. Any Statement of Work may be terminated by a Party in the event of a material breach of the commitments in the statement of work by the other Party which is not cured within 30 days of the defaulting Party receiving notice of the breach. Any termination by RoPower will not affect RoPower's obligation to pay Æther Group a pro-rata portion of the fees for any Services performed up to the date of termination, as well as for any expenses incurred prior to or as a result of termination.

### 8. Confidentiality

#### 8.1. Confidentiality Obligations

The confidentiality obligations between the Parties shall be governed by the Mutual Non-disclosure Agreement concluded between RoPower, Æther Group and Societatea Nationala Nuclearelectrica S.A. on 21<sup>st</sup> of November 2023.

### 9. Representations and Warranties

#### 9.1. By RoPower

RoPower represents and warrants to Æther Group that RoPower's provision of information or materials hereunder: (i) does not conflict with any agreements or privacy policies to which RoPower is a party, (ii) is in full compliance with all applicable laws, rules, and regulations, and (iii) does not and will not infringe or otherwise violate the Intellectual Property Rights or other proprietary rights of any third party.

#### 9.2. By Æther Group

Æther Group represents and warrants to RoPower that Æther Group's provision of information or materials hereunder: (i) does not conflict with any agreements or privacy policies to which Æther Group is a party, (ii) is in full compliance with all applicable laws, rules, and regulations, and (iii) does not and will not infringe or otherwise violate the Intellectual Property Rights or other proprietary rights of any third party.

## CONFIDENTIAL

Æther Group warrants that the Æther Group Materials will substantially conform to any acceptance criteria or other requirements for the Æther Group Materials, if any, set forth in the applicable Statement of Work. In the event of a breach of this warranty, as RoPower's remedy, Æther Group shall correct any such non-conformity on a schedule to be reasonably agreed upon by the parties.

### 9.3. Survival

To the limits of the applicable law, the terms of this Agreement shall survive the cancellation, expiration or termination. However, after such event neither Party shall be required to provide goods or services to the other in accordance with this agreement. Cancellation, expiration or termination of this Agreement will not relieve the Parties of any obligations to provide goods or services accruing before the effective date of cancellation, expiration or termination.

### 10. Disputes

In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first use their best efforts to settle amicably, through direct negotiations, any disagreement, divergence or dispute which may arise.

If the dispute is not settled by direct negotiations within 60 days as of the commencing of such negotiations, the dispute shall be referred to and finally resolved by arbitration under the Rules of the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania (CICA).

The language to be used in the arbitration shall be English. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be three; and the seat, or legal place, of arbitration shall be Bucharest, Romania.

### 11. Delays

Æther Group's obligation to perform shall be extended so long as the Æther Group is delayed by (1) acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, strikes, labor disputes, sabotage or epidemics, (2) inability due to causes beyond Æther Group's reasonable control to timely obtain instructions or information from RoPower, necessary and proper labor, materials, components, facilities, and transportation, or (3) any cause beyond Æther Group's reasonable control or which could not have been reasonably prevented by Æther Group. Æther Group shall not be obligated to make up lost time.

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### 11.1. Extended delay

If the delay extends for more than thirty (30) days, the Parties shall determine the best way to proceed. If the parties do not agree on a way to proceed in ten days after the expiry of the 30 days term provided in this clause, either Party may terminate all or part of the deliveries under this Agreement.

### 11.2. Notice of Delay

The affected Party shall give notice to the other Party within five business days after having suffered the delay, stating the nature of the delay, and how long the delay is expected to continue. The affected Party shall resume the performance of its obligations as soon as reasonably practicable.

## 12. Export Control

The Parties agree that they will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, information resulted from the performance of this Agreement to any country for which such export or re-export is restricted by any applicable regulation or statute, without the prior written consent, if required, of government entities having jurisdiction over such export or re-export.

## 13. Miscellaneous

### 13.1. Governing Law

The governing law of the contract shall be the substantive law of Romania.

### 13.2. Further Assurances

Each Party shall, upon the request, and at the sole cost and expense, of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

### 13.3. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner.

### 13.4. Notices

## CONFIDENTIAL

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party any address the receiving Party may designate from time to time. Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email with confirmation of transmission, or certified or registered mail in each case, return receipt requested, postage prepaid. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Article.

### 13.5. Interpretation

For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein to Articles and Schedules refer to the Articles of and Schedules attached to this Agreement. Reference to a contract, instrument, or other document means such contract, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement is to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

### 13.6. Headings

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

### 13.7. Entire Agreement

This Agreement, together with all related Schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter, except as otherwise provided in this Agreement. In the event of any inconsistency between the statements in the body of this Agreement and those in any Schedule or other document, the following order of precedence will govern: (a) first, this Agreement, excluding its Schedules; (b) second, the Schedules to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

### 13.8. No Third-Party Beneficiaries

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This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under, or because of, this Agreement.

### 13.9. Amendment

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each of the Parties. No waiver by any Party of any of the provisions hereof will be effective unless expressly set forth in writing, signed by the waiving Party and notified to the other Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

### 13.10. Cumulative Remedies

All rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to and not in substitution for any other rights or remedies that may now or subsequently be available at Law or otherwise, including, but not limited to, direct or indirect damages.

### 13.11. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

### 13.12. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission to which a PDF copy is attached will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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*Signature page follows.*

**CONFIDENTIAL**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

RoPower Nuclear, SA

Æther Group, LLC

Signed: \_\_\_\_\_



Signed: \_\_\_\_\_



Name: Melania Amuza

Name: Charles ("Pete") Peterson

Title: Chief Executive Officer

Title: Managing Director

Date: 27 Feb 2024

Date: 20 Feb 2024

# CONFIDENTIAL

## Exhibit A

### Statement of Work

This Statement of Work is entered into by and between Æther Group LLC (“**Æther Group**”), and RoPower Nuclear SA (“**RoPower**”). This statement of Work is attached to, and incorporated into, the Consulting Agreement by and between Æther Group and RoPower (the “**Agreement**”). Any capitalized terms used but not defined herein will have the meaning set forth in the Agreement.

### **Background**

On 30 October 2023 RoPower asked Æther Group for a proposal for advice on minimizing risks that arise in the construction of new nuclear power plants both in Romania and other jurisdictions and obtaining the benefits of the intellectual property rights that are developed in design and construction. These are critical parts of the negotiations with NuScale and any potential contractor of RoPower.

Æther Group is prepared to assist RoPower in these areas.

### **Introduction**

#### **Issue 1. Reduction in risk when purchasing a nuclear power plant.**

Most of the companies that purchased NPPS in the last decade did not do well. Emirates Nuclear Energy Corporation’s Barakah nuclear power plant was an exception. A member of Æther Group led the legal team that drafted the EPC contract and conducted the negotiations with the Koreans, the Japanese, and the French.

The first step was to draft a list of what was required. The list was over a dozen pages long. With that list of requirements in hand, we could ask each bidder to propose a turn-key contract that stated the best way to fulfil the requirements. Several prospective bidders dropped out at this point because they wanted to propose a design but did not want to take any construction risk. The requirements contract allowed the remaining bidders to propose a construction process that matched the way it had constructed nuclear power plants in the past. There was no need to adjust to a new process. Æther Group can help RoPower accomplish the same work using the Barakah experience as a model.

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As part of the bid at Barakah, the bidder was asked to state what the bidder would do to assist the owner in financing. Some bidders would provide significant contributions to the funding. Other bidders offered no support for funding. The bid documents also stated that the owner preferred a fixed price with escalation. This allowed the bidder to greatly increase its profit if it was an efficient builder. At the same time, it allowed the owner to reduce the risks in the cost and schedule. Two of the EPC bidders selected that option. Only one was willing to fix the price before the bids were signed.

This was the seventh nuclear power plant where Charles Peterson led the contracting work. The contract improved each time. The Barakah contract was reviewed by five other law firms and their improvements are in the draft. The first recommendation to reduce the risk in procurement is to use an EPC contract that was used successfully in the past as the starting point. Do not start the contract drafting without a model.

The second recommendation is to contract with a construction company that has constructed a reactor similar to NuScale in the past and align the interests of the owner and the contractor. A fixed price is a major step toward alignment of interests. A large bonus for completion on time also helped assure an on-time delivery for the Barakah project.

An additional recommendation is to minimize the time between the start of the project and the date of the commencement of commercial operation. The Barakah contracts were drafted in ninety days and negotiated in ninety days. It required a year for the final signatures. It is easier to save time, and thus money, at the early stages of development than at the later stages.

### **Issue 2. Obtaining the benefits of the intellectual property rights that are developed in design and construction.**

In the requirements document, there should be a list of requirements for Intellectual Property Rights. That list should require the bidder to grant the owner a license to the technology that is needed to operate and maintain the nuclear power plant. This is not normally disputed.

RoPower should also retain the ownership in any intellectual property rights that RoPower develops or is developed by others, if RoPower is paying separately for the development. This is an area for negotiation in the EPC contract. The language in the contract must be carefully drafted.

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If RoPower wants to go further and include the technology for the construction of goods or services in Romania, it can be done in a Technical Cooperation Agreement. RoPower will need more than a license to use all of the technology that is needed to manufacture the goods and services used in a nuclear power plant. Æther Group has worked with such agreements as they are used by major nuclear power plant manufactures. These agreements may be as complex as the EPC contract. And there may be significant delays and increased costs if RoPower elects to produce goods and services for its nuclear power plants. The time to train workers in the nuclear industry may extend over a period of years.

If RoPower expects to sell goods and services to international buyers or to NuScale for use in the international market, it will be more complex. The licensing of intellectual property rights for international sales is an area that requires careful negotiation. The dispute between KEPCO and Westinghouse is a good example of the need for care.

The Technical Cooperation Agreement should be signed at the same time the EPC contract is signed. RoPower must start work on the Technical Cooperation Agreement when it starts work on the EPC contract. Æther Group has experience in both areas and can train RoPower's legal staff in drafting such agreements.

### 1. Scope of Work

The Scope of Work contemplated by this agreement refers to the elements described in Sections 4 (NuScale Negotiations Strategy and Support) to 8 (Next Steps).

Each element comprised in Sections 4 (NuScale Negotiations Strategy and Support) to 8 (Next Steps) is a separate scope of work and RoPower have the right to select some or all of the work packages. Such selection shall be made in a timely fashion but no less than 30 days before the results are needed.

Any and each separate scope of work, as well as the potential additional work, shall be rendered only on a work order basis and are subject to prior approval in writing.

### 2. General Responsibilities

The Æther Group shall undertake the following activities for work scopes referred to in Section 5 (De-Risking the Development of Nuclear Power Plant) to Section 7 (Plan and Considerations for a Nuclear Enclave):

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- Advise the management of RoPower on the best practices related to the procurement of nuclear power plants.
- Providing model documents related to procurement.
- Help obtain fixed price bids for the power plants that includes a set delivery date.
- Encourage the bidders to submit turnkey bids managed by a single bidder.
- Develop contractual terms for the escalation that simulate actual escalation and gives RoPower the right to change the procurement in order to minimize the escalation.

The Work product shall manifest in PowerPoint documents for presentation to a RoPower invited audience. Draft documents can be requested and delivered ahead of any agreed upon workshop date and requested modifications can be executed under the provisions of this agreement if time allows. If an in-person presentation is requested, RoPower will be responsible for general event preparation, including but not limited to acquisition and management of the venue and guests, audio/visual equipment (e.g. microphones, lighting, projectors, etc. and their operation), printing, and other aspects of a workshop presentation logistics. RoPower will make a good faith effort to make venue specifications available to Æther as early as possible.

Each element comprised by Sections 4 (NuScale Negotiations Strategy and Support) to 8 (Next Steps) shall also include the additional work items that are listed for each work scope.

### 3. Presentations

In any presentations, Æther Group shall create and deliver presentations of approximately 45 min duration for each of the topics. In addition, after the presentation is delivered Æther Group will facilitate an approximately forty-five-minute question and answer period with the audience. All presentations may be given together in serial sequence in a workshop format expected to be delivered over the course of 1 ½ days in Bucharest to an audience of less than 50 people.

### 4. NuScale Negotiations Strategy and Support

Æther Group shall apply the General Responsibilities of Article 2 to the NuScale Six Pack EPC contract. If requested by RoPower, Æther Group shall provide an outline for the qualification of bidders, the negotiation of construction contracts, and the settlement of disputes.

Fixed Price: USD 10,000.

Subject to written request and confirmation by RoPower, live presentation shall be charged at USD 3500/day plus airfare and hotel.

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Æther Group shall help establish Assessment Criteria, Expectations and Next Steps for the next five years in the deployment of nuclear energy in Romania. The results shall be reviewed with the management and then presented to the key constituencies.

### 5. De-Risking the Development of Nuclear Power Plant

Æther Group shall present its ideas on reducing NPP project risk. The deliverable shall involve increasing the benefits of the nuclear program both within Romania and in foreign countries as well as decreasing the risk of delays and cost overruns.

The deliverable shall be based on avoiding the high cost of construction of nuclear power plants in Europe in the last decade and the experience of the latest nuclear power plant projects where the managers of Æther Group had a significant role.

Æther Group shall help establish Assessment Criteria, Expectations and Next Steps for the next five years in the deployment of nuclear energy in Romania. The results shall be reviewed with the management and then presented to the key constituencies.

Fixed Price: USD 12,000.

Subject to written request and confirmation by RoPower, live presentation shall be charged at USD 3,500/day plus airfare and hotel.

### 6. De-Risking the EPC Engagement

Æther Group shall present its ideas on reducing EPC risk. The deliverable shall involve increasing the benefits of the nuclear program both within Romania and in foreign countries as well as decreasing the risk of delays and cost overruns. The deliverable shall be based on the construction of nuclear power plants in Europe in the last decade and the experience of the latest nuclear power plant projects where the managers of Æther Group had a significant role.

Fixed Price: USD 12,000.

Subject to written request and confirmation by RoPower, live presentation shall be charged at USD 3,500/day plus airfare and hotel.

### 7. Plan and Considerations for a Nuclear Enclave

Develop a strategy, including the rationale, benefits, and required actions to develop an enclave within Romania for the operation of an energy and heavy water production facility.

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- Identify key benefits for having a diplomatic mission for the operation of an energy and heavy water production facility within Romania, the enclave strategy.
- Identify key performance capabilities, commitments, and agreements a diplomatic mission within Romania for the operation of an energy and heavy water production facility would need.
- Identify key required components for a successful enclave and its deployment.
- Specify key attributes for components of a successful enclave and its deployment.
- Identify key international agreements and conventions relevant to the Enclave.
- How to avoid any impact on rights and privileges of the International Atomic Energy Agency, the Nuclear Energy Agency, or existing diplomatic missions to Romania.
- Specify important rights and safeguards for Romania in relation to the enclave.
- Draft a mission for the enclaves.
- Specify high level work plan for developing and executing the enclave strategy.

Fixed Price: USD 12,000.

Subject to written request and confirmation by RoPower, live presentation shall be charged USD 3,500/day plus airfare and hotel.

### 8. Next Steps

Æther Group shall help establish Assessment Criteria, Expectations and Next Steps for the next five years in the deployment of nuclear energy in Romania. The results shall be reviewed with the management and then presented to the key constituencies.

These services are free of charge up to 10 hours in any year.

### 9. Tangible Outcome for the selected scopes of work:

**D.1:** Presentation: "NuScale Negotiations Key Elements".

**D. 2:** Presentation: "De-Risking the Development of Nuclear Power Plant".

**D. 3:** Presentation: "De-Risking the EPC Engagement and Execution".

**D. 4:** Presentation: "Plan and Considerations for a Nuclear Enclave".

### 10. Items provided to Æther Group

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RoPower agrees to provide the following items to Æther Group in respect of the Project:

- Anticipated deployment scenarios,
- Data suitable for assessment of current and planned deployments,
- Prior reports,
- Description of workflow and information on areas of friction and inefficiencies in the deployment process.

For the avoidance of any doubt, the information provided for by RoPower under this Section is subject to the Mutual Non-disclosure Agreement concluded between RoPower, Æther Group and Societatea Nationala Nuclearelectrica S.A. on 21<sup>st</sup> of November 2023 and is prohibited from being used for other purposes than the execution of this Agreement.

### 11. Payments

Æther shall be compensated as follows:

- 11.1. For services provided under Sections 4 (NuScale Negotiations Strategy and Support) to Section 7 (Plan and Considerations for a Nuclear Enclave), RoPower owes the fixed prices established in relation to each Section,
- 11.2. For additional work, RoPower owes an hourly rate fee of USD 320 per working hour. The additional work shall not exceed 40 working hours per month unless the Parties agree otherwise in writing.

Æther Group will provide RoPower a statement identifying in detail the work performed by task or document, as applicable. For the additional work, Æther Group will provide RoPower a breakdown of costs and activities, subject to approval by the latter.

Travel by business class for authorized trips over four hours total flight time. Initially, this will be travel for two persons from California to Romania and return.

Hotel and living accommodations outside of Romania in accordance with RoPower's standards.

Compensation for travel and living may be arranged and paid by RoPower or paid in advance to Æther. Payment of the other compensation to Æther is due in accordance with RoPower's standard corporate practices.

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**Exhibit B**

**Prior Work**

There is no relevant prior work disclosed in this exhibit.