

**Questions asked**  
**during the Ordinary General Meeting**  
**on 30/06/2025 and answers provided**

1. *Is the Management Board considering holding the Big Four firm, KPMG Tax Michna sp. k., liable for the opinion that resulted in the payment of undue tax without stipulating that it be refunded, or without stipulating that the payment be challenged?*

The Management Board is not currently considering holding KPMG Tax Michna sp.k. liable for the opinion issued on the windfall tax, as it sees no such grounds. The obligation to pay the windfall tax resulted from the Act of 16 August 2023 amending the act on special solutions for the protection of electricity consumers in 2023 in connection with the situation on the electricity market and certain other acts (the "Act"), which was enacted, signed by the President of the Republic of Poland and published in the Journal of Laws, with the effect that it has become (and still remains) a universally binding law in Poland.

To date, the Management Board is not aware that the Act be declared unconstitutional by an authority or court (including the Constitutional Court) and the Act remains part of the Polish legal order. The Company's Management Board is taking action according to the appropriate procedures to declare the incompatibility of the Act with, among other things, the Constitution of the Republic of Poland, and on this basis to recover the windfall tax paid, which should be assessed by the competent authorities or courts.

2. *Does the agreement with KPMG Tax Michna sp. k. contain limitations of liability for the consequences of providing erroneous legal advice?*

The Management Board cannot provide an answer to this question, as the detailed content of the agreement concluded by the Company with KPMG Tax Michna sp. k. is a trade secret.

3. *Is the Management Board aware that failure to seek compensation from the entity that misled the Company about the legitimacy of the payment of the so-called windfall tax may constitute an act to the detriment of the Company?*

As we have already indicated, the Management Board currently sees no grounds for holding KPMG Tax Michna sp.k. liable. in connection with its opinion on the windfall tax. The payment of the windfall tax was made under the current Act, to which the KPMG opinion referred.

Pursuing claims without grounds for doing so would expose the Company to unreasonable costs.

The Management Board is aware of its responsibilities and acts in the best interests of the Company. Consequently, the Company's Management Board is seeking to recover the windfall tax in the proper administrative procedure by demonstrating the incompatibility of the Act with, among other things, the Polish Constitution. For this purpose, a decision of the competent authority or a court ruling is required, which to date has not been issued and which is beyond the scope of KPMG's opinion.

4. *Who was the advisor on the SLL loan agreement, which restricted the shareholders' right to dividends, was it also KPMG Tax Michna sp. k.?*

KPMG Tax Michna sp. k. was not an advisor on the SLL agreement. The Company, in line with market practice, used business, legal and environmental advisory services. The role of advisors was performed by entities selected through bidding procedures. We emphasize that the SLL agreement does not prohibit the payment of dividends; it only introduces certain conditions for the payment of dividends closely related to the borrower's financial standing, which is the market standard.

5. *Given that the current Management Board has legal opinions confirming the allegations of unconstitutionality of the act under which JSW was burdened with the obligation to pay the windfall tax, is the Management Board planning to take further legal action to defend the company's rights including (if appeals against the decision of the Ministry of Climate and Environment turn out not successful) filing a constitutional complaint to the Constitutional Court on the basis of Article 79(1) of the Polish Constitution?*

The Management Board plans to take further legal action to defend the Company's rights in connection with the Company's pursuit of a refund of the windfall tax paid.

In the event that the application submitted to the Minister of Climate and Environment (the "Authority") for reconsideration of the case covered by the application for asserting and refunding an overpayment of windfall tax is not granted by the Authority, the Company may appeal the aforementioned decision of the Authority to the Voivodeship Administrative Court. The Company does not rule out filing a constitutional complaint with the Constitutional Court in the future. Such a complaint, however, could be brought only after exhaustion of the remedies available in administrative and administrative court proceedings to challenge the Authority's substantive decision, in accordance with the provisions of the Act on Organization and Procedure before the Constitutional Court.

6. *Is the Company in danger of bankruptcy?*

The Company's financial standing requires corrective measures, and such measures have been taken. The Company is implementing the adopted Strategic Transformation Plan, which aims to improve its operational and financial position. During the Plan implementation period, the Company is focusing its activities on the areas identified in the Plan, i.e.: improvement of mining efficiency, optimization of purchasing processes, rationalization of capital expenditures and optimization of support functions. Nevertheless, various options for future operations and development are being analyzed to suit the Company's situation and the macroeconomic environment.

7. *Why was the application to the Ministry of Climate and Environment submitted on 7 April 2025, exactly one year after the information about the Constitutional Complaint, and on what legal basis? Why did the Management Board make a legal analysis only in 2025, and why did it not support the constitutional complaint filed by me, of which it became aware in April 2024. Let me add that on 3 April 2025 the Constitutional Court requested the completion of formal deficiencies in the form of "serving a copy or a certified copy of the final ruling indicated in the constitutional complaint."*

The Company analyzed the factual and legal situation in the matter in question. In a legal analysis prepared by the law firm Sołtysinski Kawecki & Szlęzak, and in a legal opinion issued by independent legal experts (i.e., by prof. Włodzimierz Nykiel, PhD Hab., Michał Wilk, PhD Hab., and Jakub Wirski) indicated that, in the opinion of the authors of the opinion, the Act, insofar as it imposed an obligation on the Company to pay the windfall tax, violated the Constitution, i.e., inter alia, Article 2, Article 21(1), Article 32(1) and (2), Article 64(1) and (3), Article 84, Article 217 of the Constitution. Accordingly, due to, inter alia, the unconstitutionality of the Act imposing on the Company the obligation to pay the windfall tax, the Company filed an application with the Authority for asserting and refunding an overpayment of windfall tax (which is a public levy) pursuant to the provisions of Article 72 § 1 item 1 and § 2 item 1 in conjunction with Article 73 § 1 item 1 in conjunction with Article 75 § 1 and § 2 in conjunction with Article 77b § 1 item 1 of the Tax Ordinance Act of 29 August 1997 (consolidated text in Journal of Laws 2025, item 111, as amended), hereinafter "Tax Ordinance") in conjunction with Article 67 (1) in conjunction with Article 60 of the Act on Public Finance of 27 August 2009 (consolidated text in Journal of Laws of 2024, item 1530, as amended; "Public Finance Act"). The Company's Management Board, following the appropriate procedure, is taking action to demonstrate the incompatibility of the Act with, among other things, the Constitution of the Republic of Poland, and on this basis to recover the windfall tax paid. As of today, the Management Board does not see, from the procedural perspective, any possibility for the Company to file a constitutional complaint (see response to question 5).

8. *When (the year is enough) was the legal analysis by KPMG tax M. Michna sp. k. prepared and what was the basis on which the analysis concluded that the windfall tax was due?*

The Company has obtained a memorandum from KPMG Tax M. Michna sp. k. regarding the assessment of the existence of JSW's obligation to pay a windfall tax and its amount in 2023. The basis for the analysis was the provisions of the Act of 16 August 2023 on amendments to the act on special solutions for the protection of electricity consumers in 2023 in connection with the situation on the electricity market and amendments to certain other acts.

9. *Do the legal analysis prepared by the law firm Sołtysinski Kawecki & Szlęzak and the legal opinion of Prof. Włodzimierz Nykiel include the grounds for the violations I indicated in the letters and petition of the constitutional complaint of 2024?*

The legal analysis prepared by the law firm Sołtysinski Kawecki & Szlęzak and the legal opinion issued by independent legal experts (i.e., by Prof. Włodzimierz Nykiel PhD Hab., Michał Wilk, PhD, and Jakub Wirski), indicated Article 2, Article 21(1), Article 32(1) and (2), Article 64(1) and (3), Article 84, Article 217 of the Constitution, as the basis for the Act's inconsistency with the Constitution, among other things, i.e., among other things, violation of the principles of:

- a) universality, equality and fairness of taxation,
- b) protection of ownership rights,
- c) non-retroactivity of the law,

application of appropriate *vacatio legis*, including (a) the prohibition of introduction of changes in the tax (levy) law that are unfavorable to the taxpayer (addressee) during the fiscal year; and (b) the obligation to announce changes in the tax (levy) law that are unfavorable to the taxpayer (addressee) at least one month before the end of the previous fiscal year.

10. *As a shareholder, I would like to know if it is true that JSW has deviated from the proven and well-functioning model, outsourcing purchases and services to external companies, instead of using in-house purchases (allowed under the Public Procurement Law) in the first place. Business-wise, it is a very advantageous way to purchase goods and services from the Group.*

In accordance with JSW's regulations, mines initiating a bidding procedure direct requests for proposals to Group Companies and when they receive a bid then, as a rule, proceedings are initiated to award a contract to a given Group Company under a non-competitive procedure. However, in cases where the bid presented by a Group Company significantly deviates from market terms or internal calculations of the mines, then - taking into account the economic situation of JSW - there are cases where the Company conducts competitive procedures, i.e. electronic auction or open tender. Of course, in such situations, the Group Company is not

excluded from participating in these procedures and may participate on the same terms as other bidders.

11. *Did the JSW Management Board conduct an analysis of the advisability and economic prudence of commissioning an external legal opinion on the windfall tax refund application, bypassing the Company's in-house legal service - in a situation where the obligation to pay the tax resulted directly from the act and the Ministry of Climate had no objections as to its compliance with the Constitution? If so, please provide this analysis along with documents confirming that the Company's Legal Department was unable to prepare the opinion on its own or did not undertake to prepare it, which would justify the additional cost.*

The Management Board has concluded that due to the importance of the problem and the level of complexity of the legal issues, it was reasonable to obtain a legal opinion from reputable external advisors. The use of external advisors did not mean that the internal legal department was bypassed.

12. *In connection with official announcements from the Regional Prosecutor's Office in Gliwice, which indicate that the former President of the JSW Management Board has been charged with acting to the detriment of the Company through mismanagement (Article 296 § 1 of the Criminal Code), please explain: For what reasons did the current JSW Management Board conclude that the Company is not harmed in this case, despite the fact that the charge involves acting to the detriment of the Company's assets, and did it decide to file an application to dismiss the proceedings?*

JSW S.A. has the status of an aggrieved party in this case and the proceedings have not been completed. The Company has not filed an application to dismiss the proceedings.

13. *The Company has its Long-Term Action Strategy. Has this Strategy been subject to an update to take into account the existing conditions, and if so, what elements of this Strategy have been updated?*

The Strategy, adopted at the beginning of 2022, set directions and projects for 2022-2030, as well as strategic goals, which were parameterized in accordance with the Company's operational and market situation forecast at the time.

It should be noted that the period of the last few years has been characterized by the greatest accumulation of unpredictable events strongly affecting the conditions of the JSW Group's operation in the market and the highest ever volatility of coal and coke prices.

In view of the deteriorating market situation for the products offered by JSW S.A., since December 2024 the Company has been implementing the Strategic Transformation Plan for JSW S.A. and its subsidiaries. The measures outlined in the aforementioned Plan are expected to help improve operational efficiency and liquidity. The directions of the Plan being implemented focus mainly on increasing the efficiency of production activities, reducing costs and organizational improvements. At the same time, the successful implementation and achievement of the results envisioned in the Strategic Transformation Plan is expected to enable to bring back the trends assumed in the Strategy.

In view of the above, a sustained improvement in the financial condition of the Company and the JSW Group is necessary to enable the development of updated directions for strategic activities and, consequently, an update of the Strategy. Due to the Strategic Transformation Plan that is being implemented, an update of the current Strategy will be undertaken once the Plan has been implemented and its intended effects achieved.

14. *The company has multi-year strategic contracts for the supply of coking coal. What is today's time horizon of these contracts, i.e. until which year and from when were these contracts concluded?*

JSW collaborates with customers classified as strategic for the coking coal segment under renewable, multi-year contracts. Cooperation with all strategic partners dates back to before JSW's debut on the Warsaw Stock Exchange, and the vast majority have been coking coal customers since the establishment of JSW in 1993. Contracts are regularly renewed upon their expiration, and information about the conclusion of contracts for subsequent periods is provided in Current Reports. Most of the existing contracts were renewed in 2021 – 2022, and their terms are provided in the following current reports:

- Current Report No. 38/2021 dated November 25, 2021  
voestalpine Stahl GmbH – renewed contract, concluded for the period April 2023 – March 2028
- Current Report No. 3/2022 dated January 17, 2022  
Moravia Steel a.s. – renewed contract, concluded for the period January 2022 – December 2028
- Current Report No. 15/2022 dated April 21, 2022  
Metalimex a.s. – renewed contract, concluded for the period April 2022 – December 2028
- Current Report No. 42/2022 of October 28, 2022  
ArcelorMittal Poland S.A. – renewed contract, concluded for the period 2023 – 2025. After this period, the Contract will be subject to extension for subsequent years, up to the

end of 2029, after agreeing on the qualitative and quantitative structure, unless either party terminates it.

15. *JSW is a mining company. Development work in the mines builds the future for new mining fronts and thus the future of the Company. Please answer what is and what should be the rate of intensity of development work (running meters of working drilling progress/1,000 tons of gross output) to ensure that new mining fronts are adequately prepared for the implementation of the Company's mining plans.*

JSW S.A. has in place a development work intensity ratio as a ratio of the progress of roadway excavations/1,000 tons of net output. This indicator varies at each site, due to differences in mining and geological conditions and the coal access method. On average, the ratio in JSW S.A.'s mines is about 5.5 m/1,000 tons of net output. Such a level allows ensuring the preparation of new mining fronts.

16. *The Company has recently announced that the connection of the Budryk Mine and the Knurów-Szczygłowice, Knurów Section, mine by underground workings has been completed. This was a multi-year strategic investment. What are the benefits from this connection to the Company?*

The main benefit of the ventilation connection between the Budryk mine and the Knurów Section of the Knurów- Szczygłowice mine is the improvement of the ventilation parameters of the northwestern area of the Budryk mine, where it is intended to mine coal seams with very good coking parameters. In view of the fact that these seams lie at a considerable depth and are characterized by high methane content, the connection significantly improved the safety aspects regarding methane and temperature hazards.

17. *According to what procedure was the consultant selected to develop the Remedy Plan for JSW?*

The selection of a partner to support the preparation and implementation of the Strategic Transformation Plan was conducted through a competitive process and in accordance with applicable laws. The request for proposals was addressed to several entities, and negotiations were held with the company that submitted the most favorable bid. The process resulted in the selection of a dedicated consultant for this project.



18. *What is the total cost of this consulting resulting from the contract? What are the rules for remunerating the consultant? What remuneration has been paid to the consultant so far?*

The Company does not disclose trade secrets subject to confidentiality obligations.

19. *Why, despite JSW's management announcing the effects of the implementation of the Remedy Plan on an ongoing basis, the funds in the FIZ are being systematically redeemed?*

FIZ funds are redeemed in accordance with the purpose for which the FIZ was established, i.e. to cover liquidity needs in both the operational and investment areas. The redemption process is carried out in accordance with the terms of the implemented procedures. The Strategic Transformation Plan did not assume immediate effects improving the Company's cash position. It is a long-term plan.

Nevertheless, it should be emphasized that as a result of the savings measures taken and the gradual implementation of the Strategic Transformation Plan of JSW, the currently realized write-off levels are lower than in previous months and lower than expected.

20. *What was the unit MCC in PLN/ton from April 2024 to May 2025? Please specify what this cost was per month during this period?*

The Company does not publicly report Mining Cash Cost values on a monthly basis. The quarterly MCC value is disclosed in the Company's published periodic reports. During the period in question, the MCC was as follows: Q2/2024 - 902.61 PLN/t; Q3/2024 - 782.83 PLN/t; Q4/2024 - 802.75 PLN/t and Q1/2025 - 836.36 PLN/t.

21. *In addition to the Remedy Plan, did JSW's management board effectively implement other corrective measures? If so, what effect did they have on unit MCC levels?*

The Strategic Transformation Plan of JSW and its subsidiaries is a key and comprehensive plan that JSW is implementing. The Strategic Transformation Plan includes more than 50 initiatives in various areas of the business. The main objective of the Plan is to improve JSW's financial and operational position in the long term. To achieve this, measures are being taken to, among other things, increase mining efficiency and improve the competitiveness of the company's products on the market and material management. Its implementation and the level of savings is communicated to the market on an ongoing basis in the form of relevant current reports.



22. *When will JSW breach the cash buffer specified in the 2023 financing agreement with a consortium of financial institutions?*

The Company is taking all measures to mitigate the risk of breaching the cash buffer.

23. *What will be the expected reaction of financial institutions to JSW's breach of the cash buffer?*

Under the terms of the Financing Agreement, a breach of the Cash Buffer obligates the Company to submit a liquidity improvement plan to improve profitability and liquidity, and requires the approval of the financial institutions providing the financing. The Company is in constant contact with the lenders.

24. *Does JSW meet the financing conditions under the financing agreement, i.e. financial and non-financial covenants (so-called environmental KPIs)?*

The covenant under the Financing Agreement to maintain the Net Financial Debt/EBITDA ratio as at 31 March 2025 has not been met. As a result of the approval obtained from the financing institutions, failure to meet the covenant does not constitute an event of default. Detailed information is included in the Financial Statements prepared as at 31 March 2025.

The Financing Agreement also obligates JSW to satisfy the indicators defined as Sustainability-Related Targets measured by Performance Indicators (relating to the reduction of greenhouse gas emissions, methane capture and management). Two of the aforementioned targets were not met in 2024. Failure to meet the aforementioned indicators does not constitute an event of default.

25. *What is the plan for financing JSW (financing sources) after the FIZ funds are exhausted?*

In view of the difficult financial and liquidity situation observed since last year, JSW does not assume the possibility of raising new funds from financing institutions. The Company will carry out operations with funds from current operations, optimizing assets while reducing costs and capital expenditures.

26. *Won't the lack of effective action by JSW's management board result in termination of the financing agreement?*

The Financing Agreement clearly specifies events of default under the agreement that can result in its termination. The Company is undertaking all discussions to mitigate potential risks of breaching the financing agreement. As of today, there were no grounds for termination.

*27. Is the Management Board considering the option of JSW's restructuring or bankruptcy?*

The Company is implementing the adopted Strategic Transformation Plan, which aims to improve its operational and financial position. During the Plan implementation period, the Company is focusing its activities on the areas identified in the Plan, i.e.: improvement of mining efficiency, optimization of purchasing processes, rationalization of capital expenditures and optimization of support functions. Nevertheless, various options for future operations and development are being analyzed to suit the Company's situation and the macroeconomic environment.

*28. Regarding the termination of the Radlin CHP Plant execution contract: what was the rationale and analyses behind this decision? Was this decision agreed upon and approved by the JSW management board?*

JSW KOKS S.A.'s decision was not agreed upon or approved by JSW S.A.'s Management Board. It was a decision of JSW KOKS S.A., of which the JSW S.A. Management Board was only informed. For the rest, the question does not concern JSW S.A. and the JSW S.A. Management Board is not competent to answer it.

*29. In the period between the termination of the contract with Rafako and today, has the investment project been completed? Was it completed with its own resources or with the participation of external contractors? If not, what actions have been taken so far? What are the costs of discontinuing this investment project and what are the opportunity costs?*

The question relates to JSW KOKS S.A., not JSW S.A., and the JSW S.A. Management Board is not competent to answer it. To the knowledge of the JSW S.A. Management Board, the project is not completed and is still being carried out with the participation of external contractors.

*30. At what stage of the project was the cooperation with Rafako terminated? How far (in percentage) was the project from completion and commissioning? What expenditures have been incurred up to the termination of the cooperation with Rafako and what expenditures were left up to completion?*

The question relates to JSW KOKS S.A., not JSW S.A., and the JSW S.A. Management Board is not competent to answer it.

*\* Shareholders' questions - original spelling*