

The Management Board of Feerum S.A. with its registered office in Chojnów ("**the Issuer**") informs that on April 6, 2020 it received agreement signed by circulation dated March 31, 2020 ("**Agreement**") concluded between the Issuer and the company Oscarex sp.z o.o. with its registered office in Lipowina ("**the Buyer**"). The subject of the Agreement is the production, delivery, assembly and commissioning of a storage and drying facility by the Issuer.

The storage and drying facility will be located in Maciejewo in the Warmian-Masurian Voivodeship.

The storage and drying facility will be completed by January 31, 2021.

The Buyer will pay the Issuer remuneration under the Agreement in the total amount of 10.024.500,00 PLN gross (i.e. 8.150.000,00 net) ("**Remuneration**") as follows: (i) 20% of the Gross Remuneration will be paid on account of the advance payment in two equal installments payable by dates of April 7 and 30, 2020; (ii) 70% of Gross Remuneration will be paid in accordance with the progress of work, on the basis of work acceptance reports prepared at the end of each calendar month; (iii) 10% of Gross Remuneration will be paid after final acceptance.

The Issuer granted the Buyer a 36-month warranty for the delivered devices, starting with the moment of final acceptance.

The Agreement provides contractual penalties to be imposed on the Issuer: (i) in the event of the Issuer's delay in performing the subject of the Agreement, in the amount of 0.02% Net Remuneration for each day of delay, with a total of no more than 5% Net Remuneration; (ii) in the event of the Issuer's delay in removing defects during the warranty period, in the amount of 0.02% Net Remuneration for each day of delay, with a total of not more than 5% Net Remuneration; (iii) in the event of termination or withdrawal from the Agreement by the Buyer for reasons attributable to the Issuer, in the amount of 5% of Net Remuneration.

The Agreement provides contractual penalties to be imposed on the Buyer: (i) in the event of the Buyer's delay in performing the obligations set out in the Agreement regarding the preparation of the construction site and the execution of earthworks and foundation works, in the amount of 0.02% of Net Remuneration for each day of delay, with a total of no more than 5% Net Remuneration; (ii) in the event of termination or withdrawal from the Agreement by the Issuer for reasons attributable to the Buyer, in the amount of 5% of Net Remuneration.

The Issuer's liability for damages, both contractual and tort, has been limited to damages actually incurred by the Buyer, with the proviso that the total compensation paid by the Issuer may not exceed the amount of 2 million PLN. This limitation of the Issuer's liability shall not apply to cases of intentional fault or gross negligence.

Other terms of the Agreement do not differ from terms commonly used in this type of agreements.