

The Management Board of Feerum S.A. with its seat in Chojnów ("**Issuer**") informs that on September 4, 2020 it received a signed, by circulation, agreement dated on September 3, 2020 ("**Agreement**") concluded between the Issuer and WEES Sp. z o.o. based in Pisanica ("**Buyer**"). The subject of the Agreement is the production, delivery, assembly and commissioning of the storage and drying facility by the Issuer.

The warehouse and drying facility will be located in Pisanica in the Warmian-Masurian Voivodeship.

The storage and drying facility will be completed by June 30, 2021.

The Buyer shall pay the Issuer the remuneration under the Agreement in the total amount of 10.086.000,00 PLN gross (i.e. 8.200.000,00 PLN net) ("**Remuneration**") as follows: (i) 10% of the gross remuneration will be paid for the advance payment within 7 days of signing the Agreement; (ii) 80% of the gross remuneration will be paid in accordance with the progress of work, based on work acceptance reports prepared at the end of each calendar month; (iii) 10% of the gross remuneration will be paid upon final acceptance.

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

The Agreement provides for contractual penalties charged to the Issuer: (i) in the event of the Issuer's delay in performing the subject of the Agreement, in the amount of 0.02% of the net remuneration for each day of delay, with a total of no more than 5% of the net remuneration; (ii) in the event of the Issuer's delay in removing the defects during the guarantee period, in the amount of 0.02% of the net remuneration for each day of delay, with a total not more than 5% of the 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 the net remuneration.

The Agreement provides for contractual penalties for 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 performance of earthworks and foundation works, in the amount of 0.02% of the net remuneration for each day of delay, with a total of no more than 5% of the 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 the net remuneration.

The Issuer's liability for damages, both contractual and tort, was limited to the damages actually incurred by the Buyer, with the proviso that the total compensation paid by the Issuer may not exceed 2 million PLN. The said limitation of the Issuer's liability does not apply to cases of willful misconduct or gross negligence.

The remaining terms of the Agreement do not differ from those commonly used in this type of agreement.