

The Management Board of Feerum S.A. based in Chojnów ("**Issuer**") informs that on June 28, 2021, the Issuer concluded an agreement ("**Agreement**") with Grindmeal Spółka z ograniczoną odpowiedzialnością Spółka komandytowa based in Tarnów ("**Purchaser**"). The subject of the Agreement is the production, delivery, assembly and commissioning by the Issuer of a storage and drying facility.

The warehouse and drying facility will be located in Tarnowa, in the Greater Poland Voivodeship.

The storage and drying facility will be completed by June 15, 2022.

The Purchaser shall pay the Issuer remuneration under the Agreement in the total amount of 9.348.000,00 PLN gross (ie. 7.600.000,00 PLN net) ("**Remuneration**") as follows: (i) 20% of the gross remuneration will be paid for an advance payment in within 14 days from the conclusion of the Agreement; (ii) 70% 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 Purchaser a 24-month warranty for the delivered equipment, commencing with the final acceptance.

The agreement provides for a contractual penalty to be charged to the Issuer in the event of the Issuer's delay in performing the subject of the Agreement, in the amount of 2.000,00 PLN for each day of delay, with a total not more than the equivalent of 7% of the total net remuneration.

The contract provides for a contractual penalty for the Purchaser in the event of a delay in the performance of the obligations set out in the Contract regarding the preparation of the construction site and the execution of earth and foundation works, in the amount of 2.000,00 PLN for each day of delay, with a total not more than the equivalent of 7% of the total net remuneration.

The Issuer's liability for damages, both contractual and tort, was limited to the damages actually incurred by the Purchaser, excluding lost profits, with the proviso that the total compensation paid by the Issuer may not exceed the amount equivalent to 20% of the total net remuneration.

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