

The Management Board of Feerum S.A. with its registered office in Chojnów ("**Issuer**"), with reference to the information provided in the current report of 5 February 2024, No. RB 2/2024, concerning the conclusion of an agreement dated 29 January 2024 with Adam Dąbek, entrepreneur conducting business under the name Adam Dąbek WAVE in Nowy Dwór Mazowiecki, for the manufacture, delivery, assembly and start-up by the Issuer of a storage and drying facility in Borowe-Gryki ("**Original Agreement**"), informs that:

- (i) by virtue of Amendment No. 2 to the Original Agreement dated 22 May 2024 and signed by circulation on 27 May 2024, the parties to the Original Agreement have agreed to terminate the Original Agreement, declaring that they have no claims against each other in relation to the Original Agreement, and at the same time
- (ii) The Issuer signed by circulation on 27 May 2024 an agreement dated 22 May 2024 for the manufacture, supply, installation and commissioning by the Issuer of a storage and drying facility in Borowe-Gryki ("**New Agreement**") with WAVE Adam Dąbek i Wspólnicy sp.k. with its registered office in Trzciany ("**Principal**").

The scope of the Issuer's work on the manufacture, supply, assembly and commissioning of the storage and drying facility covered by the New Agreement is the same as the scope of work covered by the Original Agreement.

The Issuer has undertaken to complete the subject matter of the New Agreement by 28 February 2025.

The Principal shall pay the Issuer remuneration under the New Agreement, the total value of which is the same as the total value of the Original Agreement, i.e. a total amount of PLN 11,808,000.00 gross (PLN 9,600,000.00 net) (the "**Remuneration**") as follows: (i) the amount of PLN 2,394,719.46 gross (PLN 1,946,926.39 net) shall be payable in connection with the production of a specific batch of goods after the conclusion of the New Agreement, (ii) up to 90% of the Remuneration (including the amount indicated in (i) above) shall be payable in parts as part of the progress of the works, on the basis of monthly progress protocols; (iii) the remaining 10% of the Remuneration shall be paid upon final acceptance.

Until such time as the Purchaser has paid the full amount of the part of the Remuneration referred to in (i) above, the lot to which it relates shall be subject to a lien securing such payment.

The Issuer granted the Ordering Party a 24-month warranty for the supplied equipment, commencing upon final acceptance, with a delay in payment of the full amount of the Remuneration of more than 60 days resulting in the loss of the warranty. The parties also agreed on the terms, including the terms of additional payments, for the Issuer's periodic warranty and post-warranty inspections.

The New Agreement provides for the right of either party to withdraw from the New Agreement in the cases specified in the New Agreement of failure by the other party to implement its provisions, but no later than 30 September 2024.

The Issuer's liability for damages, both contractual and tortious, in respect of the damage actually incurred by the Ordering Party has been limited to an amount equivalent to 5% of the net value of the New Agreement. The parties excluded the Issuer's liability for lost profits.

The other terms and conditions of the New Agreement do not differ from those commonly used in such agreements.