

3 April 2026

Current Report No. 8/2026

Subject: Execution of an agreement with a net value of EUR 28.5 million for the performance of works for a wind farm in the Republic of Lithuania

Legal basis:

Article 17(1) of MAR – inside information.

Content of the report:

The Management Board of ONDE S.A. with its registered office in Toruń (the “Issuer”), acting pursuant to Article 17(1) of Regulation (EU) No. 596/2014 of the European Parliament and of the Council (the “MAR Regulation”), hereby announces that on 3 April 2026 the Issuer entered into an agreement with a Lithuanian special-purpose vehicle belonging to the corporate group of an investor operating in the renewable energy sector (the “Investor”), with a net value of EUR 28.5 million, i.e. approximately PLN 121.9 million net according to the EUR exchange rate of 3 April 2026 announced by the National Bank of Poland, where EUR 1 = PLN 4.2776, for the performance of design and construction works under the BoP formula for a wind farm located in the Republic of Lithuania (the “Agreement”).

The Agreement will be performed by 31 December 2027, being the date of acceptance of the project by the Investor.

Payments will be made on the basis of invoices issued in accordance with the achievement of milestones, with a payment term of 30 days.

The Agreement provides for contractual penalties, in particular in respect of delays in the Issuer’s works.

The maximum aggregate amount of contractual penalties imposed under the Agreement shall not exceed 20% of the total value of the Agreement. The Investor may seek damages exceeding the amount of the stipulated contractual penalties under general principles of law.

Performance of the Agreement by the Issuer will be secured by a bank guarantee for due performance of the Agreement in the amount of 10% of the Agreement value, valid during the performance of the works and for a period of 3 months from the date of acceptance of the project, and by guarantees securing the performance of warranty obligations in the amount of 10% of the Agreement value in the first year of the warranty period and 5% of the Agreement value in the remaining years.



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VII Wydział Gospodarczy Krajowego Rejestru Sądowego, Kapitał zakładowy 1.090.255,18 zł, wpłacony w całości.

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7th Commercial Division of the National Court Register (KRS), Share capital of PLN 1,090,255.18 fully paid.

The Issuer's aggregate liability for actual losses is limited to the value of the Agreement, provided that the above limitation does not apply in the situations specified in the Agreement, including, in particular, wilful misconduct.

Liability for loss of profits is limited to 30% of the Agreement value, provided that the above limitation does not apply in the situations specified in the Agreement, including, in particular, wilful misconduct.

The Issuer's commencement of performance of the Agreement is conditional upon the Investor issuing a written Notice to Proceed with the Works. The issue of the Notice to Proceed with the Works will be conditional upon the Issuer's fulfilment of the conditions provided for in the Agreement. The final deadline for the Investor to issue the Notice to Proceed is 30 days from the date of execution of the Agreement.

If the Investor fails to issue the Notice to Proceed with the Works within the above deadline, the Issuer will be entitled to terminate the Agreement by delivering a written notice to the Investor, giving the Investor an opportunity to issue the Notice to Proceed with the Works within an additional period of at least 14 days. If the Investor does not issue the Notice to Proceed with the Works within the deadline specified in the notice issued by the Issuer, the Agreement will be automatically terminated upon expiry of the deadline specified in the notice, and neither party will have any claims against the other party in respect of the failure to issue the Notice to Proceed with the Works or the termination of the Agreement.

The Issuer will announce the receipt of the Notice to Proceed with the Works or the termination of the Agreement in a separate current report.

The remaining terms and conditions of the Agreement do not differ from those commonly applied in agreements of this type.

