

Current Report No. 27/2026

Subject: Conclusion of an agreement worth approx. PLN 117.8 million net for the construction of an Energy Storage Facility.

Legal basis:

Article 17(1) MAR – inside information.

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 14 July 2026 the Issuer concluded with a Polish special-purpose vehicle belonging to the R.Power S.A. capital group (the "**Investor**") an agreement for design works and construction works for an Energy Storage Facility located in Poland (the "**Agreement**").

The value of the concluded Agreement amounts to approx. PLN 117.8 million net.

The Issuer's works will be carried out in the years 2026/2027.

The Agreement provides for contractual penalties relating in particular to delays in the Issuer's works and to failure to meet the performance parameters of the Energy Storage Facility.

The maximum permissible amount of contractual penalties charged under the Agreement shall not exceed 20% of the total net value of the Agreement. The Investor may seek supplementary damages in excess of the reserved contractual penalties, under general terms.

Performance of the Agreement by the Issuer will be secured by a bank or insurance guarantee.

The Issuer's contractual liability has been limited to the value of the Agreement, except in cases of gross negligence or wilful breach of the Issuer's obligations.

The Issuer's commencement of the milestones representing approx. 50% of the value of the Agreement will take place within 7 days from the conclusion of the Agreement.

The Issuer's commencement of the works representing 50% of the value of the Agreement is conditional upon a written notice to proceed delivered by the Investor. Should the Investor fail to deliver the notice to proceed by the date specified in the Agreement, each of the Parties shall be entitled to withdraw from the unperformed part of the Agreement.

The Issuer will inform, by way of a separate current report, of the receipt of the notice to commence construction works or of withdrawal from the Agreement.

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