

Current Report No. 30/2026

Subject: Execution of an Agreement with a Value of Approx. PLN 63.4 Million for the Construction Works Related to an Energy Storage Facility

Legal basis: Article 17(1) of the 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 20 July 2026, the Issuer entered into an agreement with a special purpose vehicle belonging to the capital group of an investor operating in the renewable energy sector and headquartered in Western Europe (the "**Investor**"), for the comprehensive design and construction of the Balance of Plant (BoP) for an Energy Storage Facility located in the Republic of Poland (the "**Agreement**").

The value of the Agreement amounts to approximately PLN 63.4 million net.

Under the Agreement, the Issuer's works are to be completed by September 2028 (final acceptance of the project).

Payments will be made against invoices issued upon completion of contractual milestones, with a payment term of 30 days.

The Agreement provides for contractual penalties in the event of delays attributable to the Issuer. The aggregate amount of contractual penalties may not exceed 20% of the Agreement value.

Performance of the Agreement is secured by a bank or insurance performance bond in the amount of 15% of the Agreement value (valid throughout the execution of the works and for a period of 30 days following completion of the works or receipt by the Investor of the warranty bond securing the Issuer's warranty obligations) and a warranty bond securing the Issuer's warranty obligations in the amount of 8% of the Agreement value (valid until the expiry of the warranty period and for an additional 30 days following the final acceptance).

The Issuer's contractual liability is limited to the value of the Agreement, provided that this limitation shall not apply in particular in cases involving wilful misconduct. The Issuer's liability for loss of profit has been excluded, provided that such exclusion shall not apply in particular in cases involving wilful misconduct.

The Issuer's commencement of the preliminary works, representing approximately 1% of the Agreement value, is conditional upon receiving a written notice to proceed with the design works from the Investor. The issuance of such notice will be subject to the fulfilment of the conditions specified in the Agreement, including those relating to the Issuer. The final deadline for obtaining the notice to proceed with these works is 14 August 2026.

The Issuer's commencement of the construction works, representing approximately 99% of the Agreement value, is conditional upon receiving a written notice to proceed with the construction works from the Investor. The issuance of such notice will be subject to the Issuer

fulfilling the conditions specified in the Agreement. The final deadline for obtaining the notice to proceed with the construction works is 26 March 2027.

Should the Investor fail to issue the notices to proceed referred to above by the specified deadlines for reasons attributable to the Issuer, the Investor shall be entitled either to terminate the Agreement or to extend the deadline for issuing the notice to proceed until the Issuer fulfils the relevant conditions.

Should the Investor fail to issue the notices to proceed referred to above by the specified deadlines for reasons attributable to the Investor, the Agreement shall be terminated.

The Issuer will announce, by way of a separate current report, the receipt of the notice to proceed with the construction works or the termination of the Agreement.

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