

Published by: OPTeam SA

Date of the document: 2014-04-10

Scope: Conclusion of a master agreement with PKN ORLEN SA – exceeded sales threshold.

Current report No.: 18/2014

Legal basis: Article 5 (1) (3) of Regulation of the Minister of Finance of 19 February 2009 concerning information provided on an ongoing and interim basis by issuers of securities and criteria for equivalence of information laid down by law of a country which is not a Member State.

Scope of the report:

The Management Board of OPTeam SA (the Company) informs about the exceeded sales threshold by a significant value in accordance with the value of accumulated transactions with PKN ORLEN SA based at 7, Chemików St, 09-411 Płock (hereinafter ORLEN SA). The total net value of the transactions as at the date of submission of the report is PLN 8,759,439.03 (eight million seven hundred and fifty nine thousand four hundred and thirty nine and 3/100).

The Company informs that the highest-value transaction with ORLEN SA out of the total accumulated transactions is the contract with net value equal to PLN 7,357,183.26 (seven million three hundred and fifty seven thousand one hundred and eighty three and 26/100) accepted as of 9 April 2014 for implementation. The contract concerns expansion of disk arrays, including their installation and configuration. The contract will be implemented within 4 months as of the date of receipt of a purchase order.

The parties have stipulated contractual penalties as specified below. The Company will be required to pay ORLEN SA a contractual penalty equal to 0.3% of the net value of goods delivered after the prescribed time limit for each of the first 10 days of the delay. The contractual penalty will be equal to 0.5% of the net value of the goods for each following day of the delay as of the 11th day of the delay. The total contractual penalties for delayed delivery cannot exceed 20% of the net of value of the delayed goods. In case of delayed delivery: goods or services form an integral part of a purchase order, a lack of which makes it impossible for ORLEN SA to use the goods delivered, contractual penalties will be charged based on the total net value of the purchase order. ORLEN SA is entitled to consider a purchase order non-delivered and to take measures as specified below. If the Company fails to deliver a purchase order, ORLEN SA will be entitled to immediately terminate the

purchase order and to apply the following legal remedies, either separately or in combination:

- 1) charge a contractual penalty equal to 20% of the value of non-delivered goods or non-performed services,
- 2) demand the Company to pay the costs of implementation of a so-called substitute agreement performed by a third party.

The other terms and conditions are typical of this type of transactions.

The transaction with ORLEN SA has been considered significant based on the criterion of the value of 10% of the Company's equity capital in accordance with balance sheet of 31 December 2013.