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Subject: Turnover threshold exceeded with Regionalne Centrum Naukowo–Technologiczne Województwa Świętokrzyskiego.

Current report no: 37/2013

Legal basis: § 5 section 3 of the Ordinance of the Minister of Finance of 19 February 2009 on current and interim information submitted by the issuers of securities, and on conditions of considering as equivalent the information required by law of a non-member state.

Report content:

The Management Board of OPTeam SA (the Company) discloses that the accrued turnover with Regionalne Centrum Naukowo – Technologiczne Województwa Świętokrzyskiego with its seat at Podzamcze 45, 26-060 Chęciny (hereinafter RCNT Województwo Świętokrzyskie) has exceeded the material amount threshold. The total turnover as of the date of this report amounts to net PLN 2,698,600.00 (two million six hundred ninety eight thousand six hundred zlotys zero grosz).

Among the contracts making up the above-mentioned turnover with RCNT Województwo Świętokrzyskie, the highest amount is to be found in the contract of 09.09.2013, wherein the Company acts as the Contractor, and RCNT Województwo Świętokrzyskie as the Ordering Party. The contract provides for the sale, delivery and installation of complete IT equipment as part of the project: “Delivery of the transportation system at an automated biobank”. The contract is worth net PLN 2,203,250.00 (two million two hundred three thousand two hundred fifty zlotys zero grosz), gross value: PLN 2,709,997.50 (two million seven hundred nine thousand nine hundred ninety seven zlotys 50/100 grosz).

In the event of non-performance or improper performance of the contract, the Contractor shall be obliged to pay contractual penalties:

- 0.5% of the gross contract total for each commenced day of delay in contract performance,
- 0.2% of the gross contract total for each commenced day of delay in remedying defects discovered upon acceptance, counting from the day indicated as the deadline for removing defects,
- 0.2% of the gross contract total for each day of delay in the maintenance service responding to a reported breakdown (defect) after notification,
- 20% of the gross contract total, if the Ordering Party should withdraw from the contract for reasons attributable to the Contractor.

The Ordering Party reserves the option to pursue compensation in excess of contractual penalties under the general principles of the civil code. The Contractor shall be entitled to claim contractual penalties from the Ordering Party in the case of:

- delay in accepting the delivery, amounting to 0.5% for each day of the delay,
- 20% of the gross contract total, if the Contractor withdraws from the contract for reasons attributable to the Ordering Party, except for withdrawal from the contract under Art. 145 of the Public Procurement Act of 29.01.2004.

The remaining contractual terms do not differ from the typical provisions of such transactions. The criterion assumed for recognising the accumulated turnover as material is the parameter of 10% of the Company's equity according to the balance sheet published for H1 of 2013.