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Subject: Turnover threshold exceeded with Partners in Progress Sp. z o.o.

Current report no: 37/2014

Legal basis: §5 section 3 of the Ordinance of the Minister of Finance of 19 February 2009 on current and interim information submitted by 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) announces that the accrued turnover with Partners in Progress sp. z o.o. entity with its seat in Rzeszów, ul. Partyzantów 1 A has been exceeded. The total value of transactions with Partners in Progress sp. z o.o. as of the date of submitting this report amounts to net PLN: 2,965,213.00 (two million nine hundred sixty five thousand two hundred thirteen zlotys zero grosz).

The highest-value transaction out of the accrued turnover with Partners in Progress sp. z o.o. is a contract dated on 09.10.2013. Its subject matter is implementing, adjusting and maintenance of an integrated management system for a university, along with training its users. Performance of the contract results from an agreement concluded between Partners in Progress sp. z o.o. and the University of Rzeszów with its seat in Rzeszów as an Ordering Party.

The gross remuneration for performance of the contract between the Company and Partners in Progress sp. z o.o. was settled at the amount of PLN 2,412,906.99 (in words: two million four hundred twelve thousand nine hundred six zlotys ninety nine grosz).

The parties stipulated for the following contractual penalties:

1. In case of OPTeam's delay in performance of a given stage in relation to accepted work schedule, Partners in Progress has the right to charge:
 - a contractual penalty in the amount of 0.4 % of total gross remuneration for every day of delay in performance of a stage,
 - a contractual penalty in the amount of 0.2 % of the total gross remuneration for every day of delay in performance of the whole product.
2. In case of delay in removing flaws during the warranty period, during the period of technical support service provision and periods of stability, Partners in Progress has the right to charge contractual penalties in the amount of:

- in case of a failure – 0.06% of the gross remuneration for every day of delay in removing the failure,
 - in case of critical errors – 0.06% of the gross remuneration for every day of delay in removing the critical error,
 - in case of common errors – 0.04% of the gross remuneration for every day of delay in removing a common error,
 - in case of defects – 0.02 % of the gross remuneration for every day of delay in removing the defect.
3. In case of a breach of contract provisions related to knowledge transfer, Partners in Progress has the right to charge a contractual penalty:
 - amounting to PLN 1,000.00 for every case of refusal to perform an activity being a part of knowledge transfer;
 - amounting to PLN 100.00 for every day of delay in performing duties being a part of knowledge transfer, performance of which is calculated in days.
 4. In case of a breach of confidentiality duty, Partners in Progress shall be entitled to request a confidentiality clause at the amount of 20% of the total gross remuneration, for every case of breach.
 5. In case of termination of the Contract due to reasons attributable to OPTeam, Partners in Progress is entitled to charge a contractual penalty in the amount of 40% of the total gross remuneration.
 6. In every case when contract provisions stipulate the duty of penalty payment by OPTeam, Partners in Progress is entitled to claim supplemental compensation exceeding the value of contractual penalty.
 7. Partners in Progress shall not charge contractual penalties on the basis of various contract provisions for the same breach. OPTeam is not responsible for delays being the result or omission of Partners in Progress, and in such situation, Partners in Progress is not entitled to claim contractual penalties or compensation from OPTeam.

The remaining provisions of the contract are typical for performance of such contracts.

The criterion assumed for recognizing accumulated turnover as material is the parameter of 10% of the Company's equity according to the balance sheet for the first half-year of 2014.