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Subject: Turnover threshold exceeded with the University of Rzeszów.

Current report no: 5/2013

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 accumulated turnover with the University of Rzeszów with its seat in Rzeszów at ul. Rejtana 16c (University of Rzeszów) has exceeded the material amount threshold. The total turnover as of the date of this report amounts to net PLN 2,601,965.23 (two million six hundred and one thousand nine hundred and sixty five zlotys twenty three grosz).

The Company discloses that the highest amount among the transactions making up the above-mentioned turnover with the University of Rzeszów is to be found in the contract of 28.01.2013, wherein the Company acts as the Contractor, and University of Rzeszów as the Ordering Party. Under the agreement, the Contractor is to deliver IT equipment for the organisational units of University of Rzeszów. The contract amounts to net PLN 1,192,009.00 (one million one hundred ninety two thousand and nine zlotys zero grosz). The contract is to be executed within 60 days from the signing date.

The contract does not stipulate contractual penalties for the Contractor exceeding 10% of the contract total, but it is stipulated that if the damage exceeds the amount of penalties, the Ordering Party may pursue a claim for supplementary damages up to the

amount of actual loss, according to the provisions of the Civil Code. The following premises constitute grounds for exceeding the cap on contractual penalties for the Contractor of 0.01% of the net contract total for each day of delay:

- delay in executing the contract in its entirety,
- delay in remedying defects during the period of contractual and statutory warranty,
- delay in delivering defect-free equipment (during the contractual warranty period).

Moreover, the Contractor shall be obliged to pay contractual penalties to the Ordering Party amounting to 10% of the net contract total in the event of the Contractor or Ordering Party withdrawing from the contract for reasons attributable to the Contractor. The remaining contractual terms do not differ from the typical provisions of such transactions.

The criterion assumed for determining that the accumulated amount of transactions with the University of Rzeszów is material is the fact that their total value as of the report date exceeds 10% of the Company's equity according to the balance sheet published in the interim report for Q3 of 2012.