

Issued by: OPTEAM S.A. Issued on: 26 October 2011

**Subject:** Conclusion of a significant contract with PGE Dystrybucja S.A. – exceeding the threshold of 10% of equity.

## Current report no 69/2011

**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 S.A. (the Company) announces to the public that the accumulated turnover based on the value of contracts concluded with: PGE Dystrybucja S.A. with its seat in Lublin at ul. Garbarska 21A, since 14.01.2011 (publication date of report no 9/2011 on accumulated turnover with this entity) has exceeded the significant amount threshold. The total turnover with PGE Dystrybucja S.A. as of the date of this report amounts to net PLN 1,905,184.32.

At the same time, the Company states that among the contracts making up the abovementioned total turnover with PGE Dystrybucja S.A., the highest amount is to be found in the contract dated 20.09.2011, regarding a delivery for PGE Dystrybucja S.A. (the Ordering Party) to be realised by the Company (the Contractor) of Blade servers, including configuration in compliance with the functional requirements. The contract amounts to net PLN 498,360.00. The contract is to be executed within 4 months of the signing date. The parties have stipulated the following amounts of contractual penalties: the Ordering Party has the right to charge contractual penalties amounting to 20% of the contract total in the event of either party withdrawing from the contract for reasons attributable to the Contractor.

The Contractor has the right to charge contractual penalties amounting to 20% of the contract total in the event of either party withdrawing from the contract for reasons attributable to the Ordering Party.

If losses exceed contractual penalties, the parties may pursue a claim for supplementary damages according to the principles stipulated in the Civil Code, up to the amount of actual loss.

If there is a significant change of circumstances which will lead to a situation where contract performance is not in the interest of the Ordering Party, which could not have been foreseen at the time of signing the contract, the Ordering Party may withdraw from the contract within 30 days of acquiring knowledge of these circumstances. In such a case, the Contractor may only demand compensation due for performing a part of the contract.

The remaining contractual provisions do not differ from the typical provisions of such contracts.

The criterion for determining the accumulated amount of transactions with PGE Dystrybucja S.A. as significant is the fact that the 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 H1 2011.