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Subject: Accumulated turnover with PGE Dystrybucja SA

Current report no: 3/2016

**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 turnover with PGE Dystrybucja SA with its seat in Lublin at ul.Garbarska 21A (PGE Dystrybucja SA) has exceeded the material amount threshold.

The total value of turnover with PGE Dystrybucja SA as of the date of submitting this report amounts to net PLN 2,843,550 (two million eight hundred forty three thousand five hundred fifty zlotys 00/100 grosz).

The highest-value transaction out of the presented above accrued turnover with PGE Dystrybucja SA is an agreement concluded on 23.12.2015. Under this agreement the Contractor (consortium of the companies: OPTeam SA – the leader and Emerson Network Power Sp. z o.o. with its seat in Warsaw) shall deliver the hardware and equipment of a server room. The total value of the agreement amounts to net PLN: 458,000.00 (in words: four hundred fifty eight thousand zlotys zero grosz)

The Parties provided for the contractual penalties:

1. The Contractor is entitled to charge a contractual penalty:

-in the amount of 20% of the contractual remuneration in case of withdrawal from the agreement by either parties due to reasons attributable to the Contractor

-in the amount of 0.1% of the contractual remuneration for every day of delay in fulfilling the delivery or removing malfunctions reported during the guarantee period.

2. The Contractor is entitled to charge a contractual penalty in the amount of 20% of the contractual remuneration in case of withdrawal from the agreement by either parties due to reasons attributable to the Ordering Party.

Moreover, the Ordering Party is entitled to withdraw from the agreement while preserving the right to charge the abovementioned contractual penalty if the Contractor fails to fulfil the delivery within the deadline stipulated in the agreement. If damages exceed the value of contractual penalties, the parties may claim supplementary damages exceeding contractual penalties, up to the value of the incurred loss, according to the provisions of the Civil Code. The remaining provisions of the agreement are typical of such type of contracts. The criterion assumed for recognising the above accrued turnover as material is the amount

of 10 % of the Company's equity according to the balance sheet published for Q3 of 2015.