

Published by: OPTeam SA

Date prepared: 2014-07-30

Subject: Turnover threshold exceeded with the Wrocław University of Environmental and Life Sciences.

Current report no: 33/2014

Legal basis: §5 section 3 of the Ordinance of the Minister of Finance of 19 February 2009 on current and interim information submitted by 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) announces that the turnover with the Wrocław University of Environmental and Life Sciences in Wrocław, ul.C.K.Norwida 25, Wrocław, has exceeded the material amount threshold. The total value of accrued turnover as of the date of submission of this report amounts to net: PLN 3,096,848 (three million ninety six thousand eight hundred forty eight zlotys).

The highest-value agreement out of the total turnover with the Wrocław University of Environmental and Life Sciences is the agreement concluded on 11.07.2014, (the Company registered the agreement with signatures of all parties on 29 July 2014). In this agreement the Company acts as the Contractor, being simultaneously the leader of consortium, together with UNIT4 TETA Sp. z o.o. company, with its seat in Wrocław. The total net value of the agreement amounts to: PLN 2,880,000 (two million eight hundred eighty thousand).

The subject matter of the agreement is a service consisting in implementation of Integrated Enterprise System supporting management of the university, including provision of licenses, necessary computer equipment and other equipment, as well as technical support and servicing in terms of the project "Managing educational potential of the Wrocław University of Environmental and Life Sciences through implementation of IT technology". The agreement is to be completed by 31.05.2015.

The parties have provided for contractual penalties. The Contractor shall pay the Ordering Party the following contractual penalties:

- a) in the amount of PLN 1,000 for every day of delay in performance of the agreement by the Contractor.
- b) for every day of delay in removing failures, defects, errors determined in the contract, in the amount of PLN 1,000 for every such case stated in writing.

- c) irrespective of other provisions of the agreement and law regulations, in case of Ordering Party's liability towards third parties or public administration authorities due to failure to perform or improper performance of the agreement by the Contractor, or by the entity for which the Contractor bears responsibility, the Contractor shall release the Ordering Party from duty of performance within dates stipulated in the agreement and in total compensate for damages (penalties, interests), as well as other liabilities towards third parties or public administration authorities.
- d) in the amount of 15% of the agreement's value for withdrawal from the agreement by any of the parties due to fault attributable to the Contractor.
- e) should the Contractor not fulfill any term excluding cases determined in the agreement – the Ordering Party may set the Contractor an appropriate deadline for performance of duties, and in case of ineffective expiration of a deadline – may charge a contractual penalty in the amount of PLN 10,000.
- f) in case of Contractor's failure to meet the deadline of performance of the agreement, the Contractor shall pay a contractual penalty in the amount of 1 % of the agreement's gross value for every day of delay.

Moreover, the Parties agreed, that the Ordering Party shall pay the Contractor the contractual penalty for withdrawal from the agreement by any of the parties due to fault attributable to the Ordering Party in the amount of 15% of the agreement's value.

The agreement provides that payment of any contractual penalties resulting from this agreement by the Contractor does not prejudice the Ordering Party's right to claim damages in the amount exceeding the amount of restricted contractual penalties. The remaining provisions of the agreement are typical of this type of contract.

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 for the first quarter of 2014.