

Published by: OPTeam SA

Date prepared: 2015-01-30

Subject: Material contract concluded with PGE Obrót SA – turnover threshold exceeded

## Current report no: 6/2015

**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 Obrót SA with its seat in Rzeszów at ul.8-go Marca 6, 35-959 Rzeszów (PGE Obrót SA) has exceeded the material amount threshold. The total value of accrued turnover as of the date of submitting this report amounts to gross: PLN 10,035,917.88 (in words: ten million thirty five thousand nine hundred seventeen zlotys 88/100 grosz).

The highest-value transaction out of the accrued turnover is the contract dated on 28.01.2015 (the Company received the contract signed by all the parties to it on 30.01.2015). In this contract PGE Obrót S.A. acts as the Ordering Party. The other party to the contract is a consortium of companies (the Contractor) composed of:

- OPTeam SA with its seat in Tajęcina,
- ArchiDoc SA with its seat in Chorzów, at ul. Niedźwiedziniec 10, 41-506 Chorzów,
- Inforsys SA with its seat in Radzymin, at Al. Jana Pawła II 24, 05-250 Radzymin,

The subject matter of the contract is provision of archiving service and managing archive of clients' files for PGE Obrót SA by the Contractor.

On account of performance of the contract, the Contractor shall be entitled to gross remuneration: PLN 9,780,309.60 (in words: nine million seven hundred eighty thousand three hundred nine zlotys 60/100 grosz).

The parties provided for the following contractual penalties:

- 1. The Contractor shall pay the Ordering Party the contractual penalties in case of failure to perform or improper performance of the subject matter of the contract, including:
  - 1.1. Delays, attributable to the Contractor, related to failure to make documents available on time, on conditions defined in the contract, exceeding in total for all orders:
    - a) up to 600 minutes per day: 2%,

- b) from 601 to 1200 minutes per month: 5%
- c) more than 1200 minutes per month: 10%,

of the monthly remuneration of the Contractor (calculated for a month, in which a failure to make scans of documents available on time occurred) in the amount previewed for completion of orders related to scanning and making documents electronically available to the Ordering Party.

- 1.2. In case of failure to perform the service, attributable to the Contractor, in compliance with the deadlines defined in the contract, the amount of PLN 200 per every day of delay.
- 1.3. In case of a loss or damage of documents, or a disclosure of personal data of the Ordering Party's clients caused by the Contractor, in the amount of PLN 1000 for every lost or damaged document, as well as every case of disclosure of the Ordering Party's clients personal data.
- 1.4. In case of failing to collect documents from indicated locations of the Ordering Party on time, through the fault of the Contractor, in the amount of PLN 100 for every day of delay, for every case.
- 1.5. In case of exceeding the time previewed for completion of Stage I, through the fault of the Contractor, the Contractor shall pay the Ordering Party a contractual penalty in the amount of PLN 1000 for every day of delay.
- 1.6. In case of failing to complete on time Stage II or Stage III defined in the contract, through the fault of the Contractor, the Contractor shall pay the Ordering Party a contractual penalty in the amount of 0,5% of the Contractor's monthly remuneration (calculated for the month in which the delay occurred) related to taking over, ordering and archiving documentation for every day of delay.
- 1.7. In case of the Contractor's breach of confidentiality clause indicated in writing by the Ordering Party, in the amount of PLN 10,000 for each case of such breach.
- 1.8. In case of the Contractor's breach of obligations in terms of personal data protection, resulting in disclosure of these data, in the amount of PLN 500,000 for each case of such breach.
- 1.9. In case of failing to complete orders resulting from an audit, in the amount of PLN 1000 for every day of delay.
- 2. The Ordering Party reserves a right to claim damages exceeding the contractual penalties on general basis.
- 3. The total amount of penalties in Stage II and Stage III, mentioned herein, calculated separately in each Stage, may not exceed 25% of the comprehensive Contractor's remuneration.

The remaining provisions of the Contract are typical for such type of transactions.

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 published for Q3 of 2014.