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Subject: Turnover threshold exceeded with PGE Dystrybucja SA

Current report no: 47/2014

**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 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 2,764,436.50 (two million seven hundred sixty four thousand four hundred thirty six zlotys fifty grosz.

The highest value transaction out of the presented above accrued turnover with PGE Dystrybucja SA is the agreement concluded on 18.12.2014. Its subject matter is delivery of Workabout Pro 4 data collection terminals by the Company (the Contracting Party) for the needs of PGE Dystrybucja SA (the Ordering Party). The total net value of the agreement amounts to: PLN 619,440.00 (in words: six hundred nineteen thousand four hundred forty zlotys zero grosz).

The Parties provided for contractual penalties.

The Ordering Party is authorized to charge a contractual penalty:

- in the amount of 20% of contractual remuneration in case of withdrawal from the contract due to reasons attributable to the Contracting Party.
- in the amount of 0.1% of contractual remuneration for every day of delay in performance of the delivery and in time limit for removing flaws reported during warranty and suretyship period.

Moreover, the Ordering Party is entitled to withdraw from the agreement while preserving the right to charge aforesaid contractual penalty in case of failing to perform the delivery by the Contracting Party within the term stipulated in the agreement.

The Contracting Party is entitled to charge the contractual penalty in the amount of 20 % of contractual remuneration in case of withdrawing from the agreement by either of the Parties due to reasons attributable to the Ordering Party.

If the losses exceed the contractual penalties, the Parties may claim supplemental damages exceeding contractual penalties up to the amount of incurred loss on the basis of provisions of the Civil Code.

In case of occurrence of a significant change in circumstances due to which the performance of the agreement is not in the public interest, which could not have been predicted at the moment of agreement conclusion, the Ordering Party may withdraw from the agreement within the period of 30 days from the date of acquiring knowledge on those circumstances. The remaining provisions of the agreement are typical of such 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 third quarter of 2014.