

Report 45/2012 refers to: Concluding the significant agreement with University of Technology and Life Sciences in Bydgoszcz

The Management Board of SIMPLE S.A. („ Contractor”) informs that on November 23, 2012 entered into the agreement with University of Technology and Life Sciences in Bydgoszcz [UTP] (“Employer”).

The subject of matter of the agreement is to create the Integrated School Management System within the project "New quality of UTP". The total amount of the agreement is PLN 2 355 000.00 net, i.e. PLN 2 896 650 gross. The agreement specifies 30 days payment term from the date of correctly services VAT invoice accompanied by the appropriate Acceptance Protocols signed by each Party.

The Issuer is obliged to pay the following contractual penalties for:

a) delay in delivery and acceptance of the Products according to the Particular Schedule of the Agreement- in the amount of 0.1% of gross remuneration for each started day of delay,

b) delay in the Implementation Stage-in the amount of 0.1% of gross remuneration for each started day of delay,

c) delay in removal of Defect according to the deadlines specified in the agreement in the period of Extended Warranty Period, for each day of delay in the amount of: i) 0.05% of gross remuneration- in case of Failure, ii) 0.03% of gross remuneration- in case of Error; iii) 0.01% of gross remuneration- in case of Defect.

The Agreement specifies that the total amount of the contractual penalties specified above cannot exceed the amount of 30% (thirty percent) of gross remuneration i.e. the amount of PLN 863 995.

Irrespectively of the contractual fines for delay, the Employer is entitled to claim the following contractual penalties: i) in case of breach of confidentiality clause and disclosure of the Confidential Information of the Employer- in the amount of 3% of gross remuneration for each case; ii) in case of termination of the Agreement by any Party from reasons attributable to the Contractor- in the amount of 20% (twenty percent) of gross remuneration.

The amounts of the contractual penalties specified in the Agreement will be payable within 14 (fourteen) days from the date of first written payment request.

If the amount of damage exceeds the amount of the contractual penalties, the Employer will be entitled to claim the supplementary compensation under general rules, provided that it cannot exceed 30% of gross remuneration. If the Agreement is terminated, the contractual penalties and compensation will be also due.

The Parties agreed that the Employer is entitled to deduct the due contractual penalties from the Contractor's remuneration and/or submitted performance bond- at the Employer's discretion.

In case the deduction of the due amounts from the performance bond is not possible, the Employer will issue the applicable note, which the Contractor undertakes to pay within 21 (twenty one) days from the date of receipt, using the bank transfer into the Employer's bank account.

The Agreement was recognized as important because its value exceeds 10% of the SIMPLE S.A. equity.