

Current report No. 30/2013

Ref. Concluding a significant agreement with the Polish Geological Institute- National Research Institute

The Management Board of SIMPLE S.A. ("Contractor") informs that on October 10, 2013 concluded the agreement ("Agreement") with the Polish Geological Institute- National Research Institute ("Employer"). The Agreement was concluded for the specified period of time 52 months from the date of the Agreement.

The subject matter of this Agreement is Delivery and implementation of the Integrated Enterprise Management System of ERP class (ZSZ-ERP).

The total amount of the agreement is PLN 2 299 879.19 net i.e. PLN 2 828 851.40 gross. The settlement of the subject matter performance shall be made under the Take-Over Protocols.

The Employer is entitled to charge the following contractual penalties:

- 1) In the amount of 20% of the total net contract price, specified in the Agreement if the Agreement is terminated by the Employer from the Contractor's fault.
- 2) In case of failure of performance or the improper performance, so other than specified in items 3, 4, 5, 6 of the Agreement, by the Contractor, from the reasons attributable to the Contractor- in the amount of 5% of the total net contract price specified in the Agreement,
- 3) If the Contractor is in delay in the performance of the Agreement according to the Agreement or its Schedules- in the amount of 0.2% of the total net contract price for each day of delay,
- 4) If the Defect removal period, counting from the designated deadline, is exceeded -in the amount of PLN 1 000.00 for each day of delay,
- 5) In case of delay in the Service Visit performance- in the amount of PLN 1 000.00 for each day of delay, counted from the Visit deadline,
- 6) In case of Contractor terminates the Agreement without giving the important reason, the Employer will impose the contractual penalty in the amount of 20% of the total net contract price,

The total amount of contractual penalties imposed by the Employer cannot exceed the total contract price.

Without prejudice to the contractual penalty, the Employer has the right to seek redress the damage pursuant to the general provisions of the Civil Code.

The other terms and conditions of this agreement do not differ from the terms and conditions usually applied in such agreements.

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

Legal base: §5 sec. 1 item 3 of the Ordinance of the Minister of Finances dated February 19, 2009 on the current and periodic information provided by the issuers of securities and conditions of considering as equal the information required by the legal provisions of the non-member country and pursuant to Art. 56 sec. 1 item 2 of the Act on public offering.