

**Current Report 33/2013 refers to: Concluding a significant agreement with Medical University of Białystok**

The Management Board of SIMPLE S.A. ("Contractor") informs that on October 22, 2013 concluded the agreement ("Agreement") with Medical University of Białystok ("Employer" or "UMB").

The subject matter of this Agreement is to perform the order under the name Quality Improvement Programme in UMB consisting of:

- Task 1: Implementation of Framework Model of UMB Management Processes- Integrated Information Management System under the project named Quality Management Models in UMB, funded by the European Union Funds under the European Social Fund, under the Agreement UDA-POKL-04.01.01-00-184/11-00,
- Task 2: Maintenance of the System created in the task 1.

The Agreement specifies that the task 1 will be completed to August 31, 2015. The end period for the task 2 will lapse within 7 years period of time from the completion of the task 1.

The total amount of the Agreement is PLN 6 790 900.00 net i.e. PLN 8 352 807.00 gross (say: eight million three hundred fifty two thousand eight hundred seven zlotys 00/100).

The Employer is entitled to charge the following contractual penalties:

- a) For each started day of delay in service, which deadline was agreed by the Contractor and Employer in the Agreement, its Appendices and other modifications ordered under the Maintenance by the Employer- in the amount of 1% of the contract price for services in delay, but not more than 10% of the total contract price for the relevant parts of the order,
- b) For each started day of delay (or):

In removal of Fatal Error,

In removal of Critical Error,

In failure in adjustment the SYSTEM to the change of the law, which makes the Employer unable to performs its obligations under the general rules using the SYSTEM.

- In the amount of PLN 200,

- c) For each started day of delay (or):

In removal of Serious Error,

In removal of Regular Error,

In failure in adjustment the SYSTEM to the change of the law, which does not make the Employer unable to performs its obligations under the general rules using the SYSTEM.

- In the amount of PLN 500,

- d) For each started day of delay in change of the representative in the system implementation management bodies- in the amount of PLN 500,
- e) For each day of delay in timely delivery of protocol for the Employer specified in the Agreement and ~~other documents~~ to the Project Manager of the Employer- PLN 200,
- f) For each case of disclosing the Protected Information or for each case of access by unauthorized representative of the Contractor or unauthorized employee of the Employer to the data of other employee of the Employer, in particular the payroll data- in the amount of PLN 20000,
- g) Due to termination the whole or the part of the Agreement from the Contractor's fault in the amount of 10% of the Contractor's remuneration.

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.