

Report 35/2014 refers to: Concluding the significant agreement with Rzeszów University of Technology

The Management Board of the Company SIMPLE (hereinafter referred to as the Contractor) hereby informs that on August 29, 2014 the agreement on implementation of IT system under the project named "EPRZ - an open platform for e-services, integrated into the computer system of the new generation" was concluded by the Rzeszów University of Technology (hereinafter the Contracting Party).

The subject matter of the agreement is delivery and implementation of the IT system in the framework of the project "EPRZ - an open platform for e-services, integrated into the computer system of the new generation", including the supply of licenses, the necessary computer hardware and other equipment (including installation, configuration and delivery of the necessary wiring), commissioning, integration with existing systems, and technical assistance (hereinafter referred to as the Agreement).

The deadline of the Agreement is on August 15, 2015.

The price for the Agreement is in a form of lump sum net: 10 268 403.00- ten million two hundred sixty eight thousand four hundred three zlotys) plus VAT i.e. in total: 11 497 612.70 (say: Eleven million four hundred ninety seven thousand six hundred and twelve 70/100). This price includes all costs related to the Agreement.

The Agreement shall specify the following contractual penalties:

1. The Contracting Party shall be entitled to impose the contractual penalty for each day of delay in performance of each stage from the List of Tasks, in the amount of 0.5% price, which would be due for performance of the relevant stage. The amount of the penalties shall be limited to 30% of the price for the performance of the relevant stage of the List of Tasks.
2. The Contracting Party shall be entitled to impose the contractual penalty during the term of the Agreement and the guarantee period for each day of delay in failure, defects and errors removal in the production version of the IT system in the amount of PLN 1 000 for each case.
3. The Contractor shall pay the Contracting Party the contractual penalty in the amount of 15% of the lump sum remuneration gross, if any Party terminates the Agreement from the reasons attributable to the Contractor.
4. The Contractor shall pay the Contracting Party the contractual penalty in the amount of 50% of the Contractors remuneration referred in § 11 sec. 1 of the Agreement, if the licence agreements are terminated before the expiration of the contract term.
5. If the Contractor performs the Agreement improperly, meaning that any provision of the Agreement is not met, excluding the events referred in items 1, 2, 6, 7, the Contracting Party will be entitled to indicate the reasonable time limit to perform the obligations under the Agreement, provided that if the time limit expires to no effect, the Contracting Party will impose the contractual penalty in the amount of PLN 10 000 for each case. In order to avoid the interpretation doubts the Parties jointly

confirm that the reasonable time limit is understood as the time limit not shorter than 10 (ten) working days.

6. If any of the provisions hereof related to the personal data protection, the guilty Party shall pay the contractual penalty in the amount of PLN 50 000 for each case of breach.
7. If the Contractor fails to keep the Agreement deadline from reasons not attributable to the Contracting Party, the Contractor shall pay the contractual penalty:
 - a. in the amount of PLN 10 000 for each day of delay.
 - b. in the amount corresponding to the amount of lost co-financing by the Contracting Party.

This agreement does not contain any specific conditions other differ than commonly applied for such agreement.

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

Legal base: Art. 56 sec. 1 Act on public offering conditions governing the introduction of financial instruments to organized trading and public companies in connection with § 2 sec. 1 item 3 and § 9 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.