

Report 39/2014 refers to: Concluding the significant agreement with University of Agriculture in Kraków

The Management Board of SIMPLE S.A. (hereinafter referred to as the Contractor) hereby informs that on October 7

2014 the significant agreement with University of Agriculture in Krakow (hereinafter referred to as the Contracting Party) on delivery, implementation and maintenance of IT system was concluded.

The subject matter of this agreement is delivery of software and hardware, implementation and maintenance of the modern IT system supporting the management of University of Agriculture in Krakow within the framework of the project "Modern management of the University of Agriculture in Krakow by implementation and use of the ERP IT system".

The agreement performance date is June 10, 2015

The price is as follows: net: PLN 2,676,420.00 say: two million six hundred seventy six thousand four hundred twenty zlotys 00/100 plus VAT i.e. total gross: gross: PLN 3,291,996.60 say: three million two hundred ninety one thousand nine hundred ninety six zlotys 60/100.

The agreement includes the following contractual penalties:

- 1) in case of delay of the Contractor regarding the delivery of the SYSTEM in comparison to the deadline specified in § 2 sec. 1 item 1- in the amount of 0.02% of the gross contract price specified in § 3 sec. 1 for each day of delay;
- 2) in case of delay of the performance of the Stage I and Stage II or Stage II in comparison to the deadlines of the schedule- in the amount of 0.02% of the gross price for the relevant Stage specified in § 3 sec. 2, accordingly item 1), 2) and 3) for each day of delay;
- 3) in case the Contractor is in delay with removal of defects or objections/comments stated in any acceptance procedure, including the partial acceptance procedure, in comparison to the deadlines indicated by the Contracting Party- in the amount of 0.02% gross price for the relevant Stage (to which the acceptance refers) specified in § 3 sec. 2 accordingly item 1), 2) and 3) for each day of delay
- 4) in case the Contractor has delay in performance of services as the Technical support in comparison to deadlines referred in the Subject matter of the contract (Appendix No. 2 to the Terms of References)- in the amount of 0.01% of the gross price specified in § 3 sec. 2 item 4) for each day of delay;
- 5) in case the Contractor is in delay with the guarantee services in comparison to deadlines referred in § 16 sec. 12- in the amount of 0.01% of the gross price specified in § 3 sec. 2 item 4) for each day of delay;
- a) in case of delay in failure removal- 0.02 % of the price referred in §3 sec. 1 hereof for each day of delay- but not more than 10% of the total price referred in §3 sec. 1,
- b) in case of delay in errors removal- 0.01% of the price referred in §3 sec. 1 hereof for each day of delay- but not more than 5% of the total price referred in §3 sec. 1,

- c) in case of delay in defects removal- 0.005 % of the price referred in §3 sec. 1 hereof for each day of delay- but not more than 5% of the total price referred in §3 sec. 1.
- 6) in case the Contracting Party terminates the agreement as a result of circumstances falling to the Contractor's liability- in the amount of 20% of the gross price specified in §3 sec. 1;
- 7) in case the Contractor is in delay with performance of any other obligations under this agreement, for which deadlines are specified in the agreement (including appendices)- in the amount of 0.01% of the gross price referred in §3 sec. 1 for each day of delay;
- 8) in case the Contractor breaches any of the obligations referred in § 15 from reasons attributable to him, the Contracting Party shall be entitled to request the contractual penalty in the amount of 1% of the price referred in § 3 sec. 1 for each breach;
- 9) in case as a result of the Contractors activity the data gathered in the IT systems/software of the Contracting Party are lost- in the amount of PLN 30 000.00 for each case;
- 10) if any defects or reservations in the second acceptance are stated, the Contracting Party shall be entitled to terminate this agreement and to the contractual penalty in the amount of 20% of the gross price referred in § 3 sec. 1.

This Agreement was recognized as significant, because its value exceeds 10% of the SIMPLE S.A. equity.

Legal base: Art. 56 sec.1 item 2 of the Act on Public Offering and Conditions Governing the Introduction of Financial Instruments to Organized Trading and Public Companies, in connection with § 5 sec. 1 item 3 and § 9 of the Ordinance of the Minister of Finances of February 19, 2009 on the current and periodic information provided by the issuers of securities and the conditions of considering the information required by the legal provisions of the non-member country as equally important.