

Report 28/2010 refers to: Concluding the significant Delivery and Implementation of Integrated TI System Agreement for the Oncology Center in Warsaw.

The Management Board of SIMPLE S.A. acting on the base of the Art. Sec. 1 par. 3 of the Ordinance of 19<sup>th</sup> February 2009 on current and periodical information delivered by the issuers of securities and conditions of considering as equal the information required by the legal provisions of the non-member country that on 29<sup>th</sup> September 2010 the SIMPLE S.A. concluded as the Consortium Partner, the significant agreement with the Oncology Center in Warsaw- as the Employer.

The consortium in the composition of UHC Sp. z o.o. seated in Lublin and SIMPLE S.A. undertake to installation, implementation and integrated IT System for the Oncology Center-Curie-Skłodowska Insititute in Warsaw for two localizations: at ul. W.K. Roentgena 5, 02-781 Warsaw (Ursynów District) and at ul. Wawelska 15 (Ochota District) including:

- a) Hospital IT System;
- b) RIS/PACS solutions;
- c) hospital administration system.

with the consideration in the amount net 4,496,000 PLN, i.e. gross 5,409,820n PLN.

The Consortium undertook to finish the works within the 14 months from the date of agreement, not later than until 31st December 2011.

The Agreement stated the following contractual fines:

1. The Employer is entitled to charge the following contractual fines:

- a) for delay in performance the Agreement in comparison to the term specified in the Schedule + in the amount 0,2 % of gross value of the subject of matter of the Agreement, calculated for each day of delay,
- a) for delay in delivering the stage of the subject of matter of the Agreement in comparison to the term specified in the Schedule + in the amount 0,01 % of gross value of the subject of matter of the Agreement, calculated for each day of delay,
- c) for delay in service response- in the amount 0,01% of gross value of the subject of matter of the Agreement, calculated for each began day of delay,
- d) for delay in service response described- in the amount 0,01% of gross value of the subject of matter of the Agreement, calculated for each began day of delay,
- e) for delay in removing the defect- in the amount 0,02% of gross value of the subject of matter of the Agreement, calculated for each began day of delay,
- f) for delay in removing the critical error- in the amount 0,02% of gross value of the subject of matter of the Agreement, calculated for each began day of delay,
- g) in case of improper performance of the obligations following the Agreement by the Contractor other than specified above, in the amount 0,2% of the gross value of the subject of matter of the Agreement.
- h) for termination the Agreement by the Contractor from reasons not attributable to the Employer in the amount 30% of the gross value of the subject of matter of the Agreement,
- h) for termination the Agreement by the Employer from reasons attributable to the Contractor in the amount 30% of the gross value of the subject of matter of the Agreement,

j) in case of breach the confidence obligation by the Contractor, specified in the Art. 11 of the Agreement in the amount 20% of the gross value of the subject of matter of the Agreement,

k) in case of breach of the obligation mentioned in the Art 14 sec. 4 of the Agreement (termination of License) by the Contractor in the amount of 20% of the gross value of the subject of matter of the Agreement.

2. The Employer shall pay the Contractor the contractual fine in case the Contractor terminates the Agreement from reasons attributable to the Employer in the amount 10% of the contractual consideration, it does not refer to the situation specified in the Art. 145 of the Public Procurement Act.

3. The Employer shall pay the Contractor the contractual fine in case of breach the confidence obligation by the Employer, specified in the Agreement in the amount of 10% of the gross value of the subject of matter of the Agreement,

4. The Employer may deduct the amount of contractual fines from the proper performance bond,

5. The Employer is entitled to deduct the contractual fines from the monthly installments of the consideration.

6. The claims for payment of due contractual fines may be proceeded under various titles providing that the total limit of contractual fines does not exceed the amount of 50% of the gross value of the subject of matter of the Agreement,

7. The Employer reserves the right to proceed the supplementary compensation under general principles, exceeding the amount of reserved contractual fines to the amount of incurred damage.

The Contract was recognized as significant because its value exceeds 10% of the Issuer's equity.