Report No. 6/2011 refers to: Concluding the significant agreement with Częstochowa University of Technology of 18.05.2011

- I. The Management Board of SIMPLE S.A. seated in Warsaw, acting on the base of the Art. 5 sec. 1 par. 3 of the Ordinance of 19th 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 informs that on 18th May 2011 concluded the significant agreement (hereinafter Agreement) with the Częstochowa University of Technology as the Employer, for the amount net PLN 1,388,000.00 PLN (say: one million three hundred eighty eight thousands zlotys 00/100) i.e. gross 1,707,240.00 (day: one million seven hundred and seven thousands two hundred forty zlotys 00/100)
- II. The subject of the mentioned Agreement is the deliver and implementation of the Integrated IT Management System for Częstochowa University of Technology of ERP class with the documents flow.

III. Significant conditions:

- 1. The remuneration for the performance of this agreement will be paid in tranches, for the performance of the particular stages of the agreement:
 - a) Initial analysis- it does not exceed 5% of the gross contractual price,
 - b) Implementation of the systems pursuant to the works and financial schedule- the remained part of the gross contractual price.
- 2. The Parties agree the following agreement performance deadline- pursuant to the works and deadline schedule prepared and accepted pursuant to the conditions specified in the agreement, but not later than to 31.08.2012.
- IV. The Agreement specifies the contractual fines, in § 11 of the Agreement named "Contractual fines", quoted below:

§ 11

Contractual fines

- 1. In case of the delay caused by the Contractor and the subject of matter is not provided to the Employer within the deadline specified in § 2, the Contractor will pay the Employer the contractual fine in the amount of 0.1% of the gross contractual price for each day of delay, maximum 15% of the gross contractual price.
- 2. In case of termination the agreement from the reasons attributable to the Contractor, including these specified in § 10 par.2 and § 13 par. 1 of this Agreement, the Contractor will pay the Employer the contractual fine in the amount of 15% of the gross contractual price.
- 3. In case of the unjustified delay in the acceptance of the subject of matter by the Employer under the conditions specified in the Agreement, the Employer will pay the Contactor the contractual fine in the amount 0.1% of the gross contractual fine for each day of delay, maximum 15% of the gross contractual price.
- 4. In case of termination of the Agreement from the reasons attributable to the Employer (except for the situation specified in Art. 145 of the Public Procurement Law), including these

- specified in § 10 par. 3, the Employer will pay the Contractor the contractual fine in the amount of 15% of the gross contractual price.
- 5. The payment of the contractual fines resulting the delay in the agreement performance does not release the Contractor from performance of the subject of matter of the agreement.
- 6. The Parties may claim the compensation under the general conditions if the damage exceeds the amount of the contractual fine.
- 7. The responsibility of the Parties due to the improper performance or failure of performance is excluded only by the events of the major force, which were unforeseeable or unpreventable keeping the highest diligence.
- 8. The term "force major" means the terror acts, wars, blocks, uprising, riots, epidemics, land removal, earth quakes, flood, explosions and other similar unforeseeable events beyond the control of any Party and which cannot be prevented by any Party.
- V. The Contract was recognized as significant because its value exceeds 10% of the Issuer's equity.