

Report 7/2011 regarding: Conclusion of an important agreement with KIM Sp. z o.o. dated 24.05.2011.

I. Pursuant to § 5 sec. 1 par. 3 of the Ordinance of 19th February 2009 on current and periodical information provided by the securities' issuers and the conditions of considering as equal the information required by the legal provisions of the non-member country, the Management Board of SIMPLE S.A. seated in Warsaw informs that on 24th May 2011 the company SIMPLE S.A. concluded with the company KIM Sp. z o.o. in Warsaw as the Principal, an important agreement (hereinafter referred to as: the Agreement), with the net value of 1,177,500.00 PLN (say: one million one hundred seventy seven thousand five hundred zlotys) net, that is 1,448,352.00 PLN gross (say: one million four hundred forty eight thousand three hundred fifty two zlotys)

II. The subject matter of the aforementioned Agreement is delivery and implementation of the ERP class Integrated Computerized Management System.

III. Significant terms and conditions of the Agreement:

1. Total value of the subject matter of the Agreement amounts to 1,177,500 PLN net (say: one million one hundred seventy seven thousand five hundred zlotys) and constitutes the sum of the value of the Product of the total amount of 465,140 PLN net and the value of the implementation works of the total amount of 712,360 PLN net.

IV. The Agreement provides for contractual penalties:

§ 7.
Settlements

1. The Parties agree that they exclude responsibility of SIMPLE due to lost benefits of the User. However, SIMPLE is responsible to the User for real losses. The Parties agree that in each case responsibility of SIMPLE under this Agreement is limited to the full amount of the remuneration, mentioned in §4 sec. 2 hereof (total value of the subject matter of the Agreement).
2. Validity, interpretation and execution of the Agreement shall be supervised and interpreted according to the relevant regulations of the Civil Code and the Act on the copyright and neighboring rights of 4th February 1994, and the Parties subject to jurisdiction of the common court of law competent for the registered place of business of SIMPLE.
3. The Parties agree that they exclude responsibility of SIMPLE due to lost benefits of the User. However, SIMPLE is responsible to the User for real losses. The Parties agree that in each case responsibility of SIMPLE under this Agreement is limited to the full amount of the remuneration, mentioned in §4 sec. 2 hereof (total value of the subject matter of the Agreement).
4. Due to Performance Warranty, the User shall retain a part of the remuneration for execution of the works covered by particular stages, however the Parties agree that the retained part of the remuneration for particular stages must not exceed 10% of the total remuneration specified herein, provided that the retained remunerations must not exceed 100,000 PLN gross in total. The retained parts of the remuneration for execution of the works covered by particular stages shall be immediately returned in the nominal amount after final acceptance of the implementation covered by this Agreement, confirmed by

signing the Final Acceptance Protocol within 7 days. Ordering the implementation works and their performance are beyond the scope of the Implementation Work Specification, and shall not be the basis to suspend payments and suspend acceptance of the Final Protocol.

V. The Agreement is recognized as important because its value exceeds 10% of the Issuer's equity.